

# CONTEST RULES

## "NIKON FILM FESTIVAL – 14<sup>th</sup> edition"

### From 10/20/2023 to 04/27/2024 inclusive

#### ARTICLE 1: ORGANIZER, DATES AND THEME OF THE CONTEST

---

Nikon France, a branch of Nikon Europe BV, with a share capital of 3,792,717 euros, headquartered at 191 rue du Marché Rollay - 94504 Champigny Sur Marne (hereinafter the "Organizer"), registered with the Créteil Trade and Companies Register under number 337554968, is organizing, from 10/20/2023 to 04/27/2024, a **free, no-obligation**, HD video creation contest entitled "NIKON FILM FESTIVAL" via the website [www.festivalnikon.fr](http://www.festivalnikon.fr) (hereinafter the "Site") and relayed on the main community platforms (hereinafter the "Contest").

**The theme of this contest is "THE FIRE ... in 2 minutes and 20 seconds".**

#### ARTICLE 2: PURPOSE AND REGISTRATION

---

2.1 Participation in the Contest implies express and unreserved acceptance of the present rules, in all their stipulations, of the rules of ethics in force on the Internet (netiquette, charter of good conduct, etc.) and of the laws and regulations applicable in France. Any dispute concerning their interpretation will be settled by the Organizer without appeal.

2.2 **This contest is open to individuals in metropolitan France or any other country**, and excludes all persons having participated in the preparation of the contest, as well as their families. These include NIKON staff and all others directly related to the organization of this contest.

All participants under the age of 18 must have obtained parental consent prior to entering the Contest. This parental authorization may be required by the Organizer before the prize is awarded. The Organizer reserves the right to terminate any account held by a minor who fails to provide parental authorization within the required timeframe.

2.3 The participant must register on the Site. **Registration is open and will run continuously from 10/20/2023 to 01/20/2024 at 12:00pm.** The time of receipt of the registration on the computer server dedicated to the Contest and hosted by the service provider chosen by the Organizer, will be taken as proof. No other means of participation (in particular by mail) will be taken into account.

2.4 The Participants are informed and agree that the information entered in the registration form is proof of their identity. The information entered by the participant is binding upon validation. The Organizer reserves the right to verify the accuracy of the data provided by participants.

The Participant undertakes to complete the registration form provided in good faith and to provide the Organizer with accurate and true information. The Participant must complete all fields, except those marked as non-mandatory.

Contest Entries will be void if they are incorrect, incomplete, counterfeit or made in a manner contrary to these rules.

#### ARTICLE 3: PARTICIPATION IN THE CONTEST

---

3.1 **Each participant (main director) is identified by surname, first name and address. The use of a pseudonym for public broadcasting is authorized, and must be indicated when registering.**

**Each director may upload as many videos as he or she wishes, in keeping with the "FIRE" theme.**

**To guarantee the renewal of the works on offer, the video's first broadcast date, whatever the platform, must be no earlier than January 1, 2023.**

**The video must be between 120 and 140 seconds long, including credits. The video player used to broadcast the films may round up to the nearest second, so a tolerance of one additional second will be applied.**

**The video must be in High Definition format, with a minimum resolution of 1080p (1920x1080).**

**The Organizer also recommends a frame rate of 24 fps and the following codecs for the projection of these films:**

- Pro Res HD HQ 422 or 4444 or XQ files in .mov
- DNX HR files in .mxf
- TIFF or DPX image suite

**A French version or one with French subtitles must be submitted to be eligible for the following prizes: Grand Prix du Jury, Prix des Médias, Prix de la Mise en Scène, Prix du Scénario, Prix de la Photographie, Prix d'Interprétation Féminine, Prix d'Interprétation Masculine, Prix du Meilleur Son, Prix du Meilleur Montage, Prix des Ecoles, Prix Sens Critique and Prix du Public.**

**An English version of the work or one with English subtitles must be offered to be eligible for the International Award.**

Any video that does not meet these conditions will be excluded from the Competition.

The same video can be co-produced by up to two participants. In this case, one of them will designate himself/herself as "principal director" when registering. If the video wins any awards, the participant declared as "principal director" will be the sole recipient of the awards and will be responsible for distributing them with his or her team, with the exception of the acting prizes awarded directly to the actors. The Organizer cannot be held responsible for how the award is distributed among the members of the team.

**The Participant guarantees that the video submitted is original and that he/she is the sole owner of the intellectual property rights attached to this video. In this respect, the Participant shall be responsible for obtaining the authorizations of any third parties who have directly or indirectly participated in its production and/or who consider that they have any rights whatsoever to assert with regard to it, in particular their right to the image, and shall be responsible for any payments arising therefrom.**

**The use of Artificial Intelligence (AI) to create images or music for a proposed work must be prominently mentioned in the film's credits to inform the viewer. It is agreed that the use of these AIs in the production of the film will be mentioned to the pre-selection committee and the jury, and this criterion may be considered in the deliberations. The origin of this generated content may be requested by the Organizer if it wishes to ensure that it respects the intellectual property rights of third parties.**

**With regard to the soundtrack, the Participant guarantees that he/she is the copyright owner of the music used in the film, or that he/she has acquired permission to use it from the author or his/her successors (for more information, visit the [SACEM](#) website). A certificate may be requested by the Organizer if it deems it necessary.**

In general, the Participant guarantees the organizer of the present Contest against any recourse, action or claim that any third party may make, for any reason whatsoever, in connection with the exercise of the rights assigned herein and, more generally, in connection with all guarantees and commitments made under the present agreement. Nikon France reserves the right to carry out any verification for the application of this article.

**By entering the contest, participants expressly authorize the Organizer, free of charge, to broadcast the selected videos for the promotion of the Nikon Film Festival on all known and yet unknown broadcast media, in all public events worldwide for a period of 36 months from the date of announcement of the winners. The winner hereby authorizes the Organizer to proceed with any remastering of the video that it deems useful for promoting the Contest.**

**All the films in competition are broadcast on the Nikon Film Festival website via the YouTube video player. In the event of selection or any other justified case, participants expressly authorize the Organizer, free of charge, to publicly broadcast the videos on the YouTube platform, in particular on the official Nikon Film Festival channel.**

The Organizer reserves the right to refuse any request to withdraw a film within 12 months of the date of publication of the content, and to retain a physical or online copy (not publicly distributed) for its archives.

- 3.2 Participants are prohibited from implementing or seeking to implement any participation process that does not strictly comply with the principles of the Contest and these rules.
- 3.3 The Organizer reserves the right to disqualify any participant who disturbs the operation of the Contest or the Site or who violates the official Contest rules. The Organizer reserves the right to prosecute anyone attempting to defraud or interfere with the proper conduct of this Contest.
- 3.4 The Organizer reserves the right to carry out any and all checks to ensure compliance with this article and with the rules as a whole, in particular to remove any participant who has committed any form of abuse or attempted fraud. However, the Organizer is under no obligation to systematically check all registration forms received, but may limit such checks to the forms of potential winners.
- 3.5 The Organizer reserves the right to extend, shorten, modify or cancel this Contest due to events beyond its control. Thus, if for any reason whatsoever, this Contest should not take place as planned as a result of, for example, a computer virus, a bug, an intervention, or an external and unauthorized intrusion on the computer system, fraud including the use of a robot to multiply the number of entries in the Contest, or a technical failure or any other reason beyond the control of the Organizer and corrupting or affecting the management, security, fairness or proper conduct of the Contest, the Organizer reserves the discretionary right to cancel, modify or suspend the Contest or to terminate it immediately, without participants being able to seek liability for this.
- 3.6 The Organizer may decide to cancel the Contest or an entry if it appears that obvious fraud has occurred in any form whatsoever, including computer fraud in connection with participation in the Contest or the determination of the winners.

**3.7 By entering the Contest, the Participant agrees that all content posted on the Site complies with all applicable laws. In particular, the organizer prohibits, without limitation, any type of content:**

- Pornographic, paedophilic, xenophobic or racist in nature;
- Having the character of propaganda that adheres to a political or religious thought;
- Inciting crime, violence, hatred or discrimination against any person or group of persons, whether based on gender, religion, nationality, disability, sexual orientation, age or political opinion;
- Relaying false or misleading information with the aim of causing harm;
- Infringing on the intellectual property rights of a protected work;
- Infringing on the reputation, privacy and image of third parties;
- Containing content with an obvious commercial or promotional purpose;
- Containing conspicuously displayed indications of registered trademarks;
- Inciting the commitment of a crime, offence or act of terrorism;
- Undermining the security or integrity of a State or territory;
- Condoning, denying or trivializing a crime against humanity;
- Glorifying or promoting violent terrorist/extremist groups or individuals;

This list is not exhaustive.

**The Organizer reserves the right, without having to justify it, not to publish or to remove from the Site, without delay or prior notice, any content (videos and/or messages) that it considers to fall within the categories listed above, content that is not in keeping with the theme of the Competition or that is controversial with the theme in competition, as well as any content that may damage its image, activities, values, reputation or notoriety.**

**3.8 Some content may not be suitable for all audiences. In order to provide a complementary level of protection, the Organization reserves the right to establish a filter to prevent vulnerable audiences from accessing age-restricted content.** This concerns in particular the following subjects:

- Scenes of nudity and/or sexual behaviors and references;
- Inappropriate acts or remarks and/or statements that may be considered offensive to young audiences (including but not limited to obscene or violent scenes);
- Dangerous scenes or risky activities likely to be imitated by minors;

This is not a comprehensive list.

#### **ARTICLE 4: EVIDENTIARY AGREEMENT**

---

It is agreed that the data contained in the Organizer's information systems have probative force with regard to the connection elements and information resulting from computer processing relating to the contest organized by the Organizer.

#### **ARTICLE 5: PRIZES AND NOMINATION OF WINNERS**

---

Thirteen (13) prizes will be awarded: Grand Prix du Jury (Grand Jury Prize), Prix International (International Prize), Prix des Médias (Media Prize), Prix de la Mise en Scène (Production Prize), Prix du Scénario (Screenplay Prize), Prix de la Photographie (Photography Prize), Prix d'Interprétation Féminine (Best Female Actor), Prix d'Interprétation Masculine (Best Male Actor), Prix du Meilleur Son (Sound Prize), Prix du Meilleur Montage (Editing Prize), Prix Sens Critique (Best Critical Sense), Prix des Ecoles (Schools Prize) and Prix du Public (Audience Choice).

**By participating, participants authorize the Organizer to broadcast their videos as part of the promotion of this Festival. The winners selected for the awards will be revealed at the Awards Ceremony organized during the first half of 2024 at Le Grand Rex cinema in Paris, the exact date to be announced as soon as possible on the site.**

#### **5.1 THE OFFICIAL SELECTION OF THE 50 FINALISTS**

**A selection of 50 films will be shown publicly at several dedicated Nikon Film Festival screenings over the period from March to October 2024. This selection will be made by a committee made up of several members of the Organizer's staff and professionals from the audiovisual sector. This list will be made public when the selection is announced on the website.**

The finalists authorize the event's partners to broadcast all or part of their video free of charge for a period of 12 months from the date on which the winners are announced.

This collection of 50 films will be shown at several public screenings, including in CGR cinemas nationwide and at Le Grand Rex in Paris. Other screenings are likely to be organized as part of collaborations with partner events. The complete list of screenings will be available on the Site.

## The prizes awarded:

- **The directors and co-directors of the selected finalist films will be eligible for the Internet Video Creators Fund ([CNC TALENT](#)).** These grants are awarded by the CNC on the basis of a decision by the President, following the opinion of the commission, which acts on the basis of a pre-selection procedure carried out by readers. There are 5 commissions per year, one every two months, with a break during the summer period. Applications are made online only, via [a form to be completed](#).

**Creative support is a production grant for projects in all formats (short, medium and feature-length films, as well as web series), up to a maximum of €30,000.**

**Channel support covers content production as well as editorial and promotional expenses.** It must enable you to professionalize your structure, and implies that you have thought through a real long-term strategy for the channel's existence, as well as a 6-month financing plan. This is assistance for the launch of a new channel or the development of an existing one. **This aid is capped at €50,000, and is calculated on the basis of an estimate and a business model provided by the project owner.** Please note that the proportion of public funding may not exceed 50% of the total projected budget, in accordance with European regulations.

- A total of **€25,000 worth of video equipment** offered by NIKON in the form of single-use vouchers worth €500 each including VAT valid for a minimum purchase of €1,000 in the Nikon Store France (excluding refurbished products and special offers) until 12/31/2024.

## 5.2 GRAND PRIX DU JURY

**The main jury is chaired by Quentin DUPIEUX**, French director, actor, author, composer, screenwriter, director of photography and producer. The complete composition of this jury is to be found on the Site.

The selection of fifty (50) videos will be presented to the jury, as a preamble to the deliberations, selected by the selection committee according to artistic and technical criteria, the selection of the Organizer being sovereign and without appeal.

The jury's decisions will be based mainly on the following criteria:

- The relevance to the theme imposed
- The quality and originality of the screenplay
- The accuracy of the staging and performance
- The overall technical quality of the image and sound
- Personal appreciation and emotions provoked

### The winner will win:

- A NIKON Z 8 with a total value of €4,599 (Recommended price incl. VAT).
- A residency grant of €3,000 offered by the CNC to help develop the winner's next project, to be used before 04/30/2025.
- A €500 video equipment rental voucher offered by SOS CINÉ, valid until 04/30/2025.
- The screening of all or part of the winning film in CGR and Grand Rex cinemas as part of screenings dedicated to films in competition or to promote the Nikon Film Festival.
- A professional pass for the Festival des Arcs 2024 (unlimited priority access to the Festival's public screenings, access to the conferences and networking cocktails in the Coproduction Village, access to the Festival's opening evening) with accommodation for 3 days (dates to be confirmed) - a room in a Festival apartment, 3 breakfasts, 1 day ski pass and an invitation to the opening dinner.
- Pre-show screening during the short film competition at the Festival des Arcs 2024.
- Technical audio post-production work for the winner's next film (excluding sound engineer) offered by Titrafilm, to be used before 04/30/2025.
- Invitations (x3) to the Directors' Cocktail and a screening of their choice, as well as privileged access to the professional events offered by the 2024 Quinzaine des Cinéastes.
- Two (2) professional accreditations for the 2024 Champs-Élysées Film Festival.

## 5.3 PRIX INTERNATIONAL

The Prix International will be awarded from among all entries validated by the Organizer and submitted in English or with English subtitles by a jury composed of NIKON EUROPE BV and ATOMOS staff members. The composition of this jury will be communicated when the 2023 winner is announced. The decisions of the jury will be based mainly on the above-mentioned criteria. Films without dialogues will automatically be designated as eligible.

### The winner will win:

- A Nikon kit consisting of a NIKON Z 6II case and a NIKKOR Z 24-70mm F/4 S optics with a total value of €2,979 (Recommended retail price incl. VAT).
- The screening of all or part of the winning film in CGR and Grand Rex cinemas as part of screenings dedicated to films in competition or to promote the Nikon Film Festival.
- Two (2) professional accreditations for the 2024 Champs-Élysées Film Festival.

## 5.4 PRIX DES MÉDIAS

The Prix des Médias will be nominated by a jury composed of journalists and film critics, selected by the organizer, from the shortlist of finalists. The composition of this jury will be communicated when the 2023 winner is announced. The decisions of the jury will be based mainly on the above-mentioned criteria.

### **The winner will win:**

- The screening of all or part of the winning film in CGR and Grand Rex cinemas as part of screenings dedicated to films in competition or to promote the Nikon Film Festival.
- Invitations (x3) to the Directors' Cocktail and a screening of their choice, as well as privileged access to the professional events offered by the 2024 Quinzaine des Cinéastes.
- Two (2) professional accreditations for the 2024 Champs-Élysées Film Festival.

## 5.5 PRIX DE LA MISE EN SCÈNE

The Prix de la Mise en Scène will be chosen by the main jury from the shortlist of finalists. The decisions of the jury will be based mainly on the criteria mentioned above, with priority given to the production.

### **The winner will win:**

- A free loan of 2 Nikon video kits (consisting of a Nikon Z 8 or equivalent and a Z-mount fixed lens) for a period of 15 days for the realization of a future project, valid until 12/31/2024. To ensure the availability of the material, the winner must make a request within 30 days before the desired pick-up date.
- A residency grant of €3,000 offered by the CNC to help develop the winner's next project, to be used before 04/30/2025.
- A €500 video equipment rental voucher offered by SOS CINÉ, valid until 04/30/2025.
- The screening of all or part of the winning film in CGR and Grand Rex cinemas as part of screenings dedicated to films in competition or to promote the Nikon Film Festival.
- Technical audio post-production work for the winner's next film (excluding sound engineer) offered by Titrafilm, to be used before 04/30/2025.
- Invitations (x3) to the Directors' Cocktail and a screening of their choice, as well as privileged access to the professional events offered by the 2024 Quinzaine des Cinéastes.
- Two (2) professional accreditations for the 2024 Champs-Élysées Film Festival.

## 5.6 PRIX DU MEILLEUR SCÉNARIO

The Prix du Meilleur Scénario will be selected by the main jury from the shortlist of finalists. The decisions of the jury will be based mainly on the criteria mentioned above, with priority given to the quality of the screenplay.

### **The winner will win:**

- A €500 video equipment rental voucher offered by SOS CINÉ, valid until 04/30/2025.
- The screening of all or part of the winning film in CGR and Grand Rex cinemas as part of screenings dedicated to films in competition or to promote the Nikon Film Festival.
- Invitations (x3) to the Directors' Cocktail and a screening of their choice, as well as privileged access to the professional events offered by the 2024 Quinzaine des Cinéastes.
- Two (2) professional accreditations for the 2024 Champs-Élysées Film Festival.

## 5.7 PRIX D'INTERPRÉTATION FÉMININE

The Prix d'Interprétation Féminine will be chosen by the main jury from the shortlist of finalists. The jury's decisions will be based primarily on the performance of the female actors in competition.

### **The winner will win:**

- The screening of all or part of the winning film in CGR and Grand Rex cinemas as part of screenings dedicated to films in competition or to promote the Nikon Film Festival.
- Invitations (x3) to the Directors' Cocktail and a screening of their choice, as well as privileged access to the professional events offered by the 2024 Quinzaine des Cinéastes.
- Two (2) professional accreditations for the 2024 Champs-Élysées Film Festival.

## 5.8 PRIX D'INTERPRÉTATION MASCULINE

The Prix d'Interprétation Masculine will be chosen by the main jury from the shortlist of finalists. The decisions of the jury will be based mainly on the performance of the male actors in competition.

### The winner will win:

- The screening of all or part of the winning film in CGR and Grand Rex cinemas as part of screenings dedicated to films in competition or to promote the Nikon Film Festival.
- Invitations (x3) to the Directors' Cocktail and a screening of their choice, as well as privileged access to the professional events offered by the 2024 Quinzaine des Cinéastes.
- Two (2) professional accreditations for the 2024 Champs-Élysées Film Festival.

## 5.9 PRIX DE LA PHOTOGRAPHIE

The Prix de la Photographie will be chosen by the main jury from the shortlist of finalists. The decisions of the jury will be based mainly on the criteria mentioned above, with priority given to photography.

### The winner will win:

- A free loan of 2 Nikon video kits (consisting of a Nikon Z 8 or equivalent and a Z-mount fixed lens) for a period of 15 days for the realization of a future project, valid until 12/31/2024. To ensure the availability of the material, the winner must make a request within 30 days before the desired pick-up date.
- A €500 video equipment rental voucher offered by SOS CINÉ, valid until 04/30/2025.
- The screening of all or part of the winning film in CGR and Grand Rex cinemas as part of screenings dedicated to films in competition or to promote the Nikon Film Festival.
- Invitations (x3) to the Directors' Cocktail and a screening of their choice, as well as privileged access to the professional events offered by the 2024 Quinzaine des Cinéastes.
- Two (2) professional accreditations for the 2024 Champs-Élysées Film Festival.

## 5.10 PRIX DU MEILLEUR SON

The Prix du Meilleur Son will be selected by the main jury from the shortlist of finalists. The decisions of the jury will be based mainly on the overall sound quality of the work or the original music.

### The winner will win:

- A €500 video equipment rental voucher offered by SOS CINÉ, valid until 04/30/2025.
- The screening of all or part of the winning film in CGR and Grand Rex cinemas as part of screenings dedicated to films in competition or to promote the Nikon Film Festival.
- Technical audio post-production work for the winner's next film (excluding sound engineer) offered by Titrafilm, to be used before 04/30/2025.
- Invitations (x3) to the Directors' Cocktail and a screening of their choice, as well as privileged access to the professional events offered by the 2024 Quinzaine des Cinéastes.
- Two (2) professional accreditations for the 2024 Champs-Élysées Film Festival.

## 5.11 PRIX DU MEILLEUR MONTAGE

The Prix du Meilleur Montage will be selected by the main jury from the shortlist of finalists. The decisions of the jury will be mainly based on the quality of the editing of the work.

### The winner will win:

- The screening of all or part of the winning film in CGR and Grand Rex cinemas as part of screenings dedicated to films in competition or to promote the Nikon Film Festival.
- Invitations (x3) to the Directors' Cocktail and a screening of their choice, as well as privileged access to the professional events offered by the 2024 Quinzaine des Cinéastes.
- Two (2) professional accreditations for the 2024 Champs-Élysées Film Festival.

## 5.12 PRIX DES ÉCOLES

The Prix des Ecoles will be chosen by the main jury from the shortlist of finalists. The decisions of the jury will be based mainly on the above-mentioned criteria. **The participant's status as a student or recent graduate of less than one (1) year, as of the closing date for entries on 01/20/2024, will also be taken into account.**

**Only students or recent graduates less than one (1) year old from the list of schools drawn up by the organizer will be eligible for this prize. If requested, Nikon reserves the right to add a school to the list of schools participating in the Prix des Ecoles until 01/20/2024 at 12:00pm.**

### The winner will win:

- A free loan of 2 Nikon video kits (consisting of a Nikon Z 8 or equivalent and a Z-mount fixed lens) for a period of 15 days for the realization of a future project, valid until 12/31/2024. To ensure the availability of the material, the winner must make a request within 30 days before the desired pick-up date.
- A residency grant of €3,000 offered by the CNC to help develop the winner's next project, to be used before 04/30/2025.
- The screening of all or part of the winning film in CGR and Grand Rex cinemas as part of screenings dedicated to films in competition or to promote the Nikon Film Festival.
- Invitations (x3) to the Directors' Cocktail and a screening of their choice, as well as privileged access to the professional events offered by the 2024 Quinzaine des Cinéastes.
- Two (2) professional accreditations for the 2024 Champs-Élysées Film Festival.

### The winning school will win:

- A free loan of 2 Nikon video kits (consisting of a Nikon Z 8 or equivalent and a Z-mount fixed lens) for a period of 15 days for the realization of a future project, valid until 12/31/2024. To ensure the availability of the material, the winner must make a request within 30 days before the desired pick-up date.

## 5.13 PRIX DU PUBLIC

**All films in competition are eligible for the Prix du Public. The latter will be given to the participant whose film has obtained the highest score according to the following calculation formula:**

$$\text{Score} = ((1 \times N1) + (1.25 \times N2) + (1.5 \times N3) + (2 \times N4) + (2.5 \times N5))$$

**N1 = number of votes cast by a voter who supports one (1) film in competition**

**N2 = number of votes cast by a voter who supports between two (2) and five (5) films in competition**

**N3 = number of votes cast by a voter who supports between six (6) and ten (10) films in competition**

**N4 = number of votes cast by a voter who supports between eleven (11) and twenty (20) films in competition**

**N5 = number of votes cast by a voter who supports more than twenty-one (21) films in competition**

**The minimum number of supporters required to be eligible for the Prix du Public is 50% of the average number of supporters for all films. In the event of a tie between several participants, the winner will be chosen by the jury.**

### The winner will win:

- A free loan of 2 Nikon video kits (consisting of a Nikon Z 8 or equivalent and a Z-mount fixed lens) for a period of 15 days for the realization of a future project, valid until 12/31/2024. To ensure the availability of the material, the winner must make a request within 30 days before the desired pick-up date.
- A €500 video equipment rental voucher offered by SOS CINÉ, valid until 04/30/2025.
- Two (2) professional accreditations for the 2024 Champs-Élysées Film Festival.

## 5.14 PRIX SENS CRITIQUE & SÉLECTION INDEPENDANTE

The Prix Sens Critique will be chosen by a jury composed of members of the Sens Critique community from a selection of fifty (50) films freely selected by Sens Critique. This selection is independent of the official selection of the fifty (50) finalist films, and the decisions of this selection committee will be based primarily on the above-mentioned criteria, without this being limitative.

5.15 Jury decisions will be made by majority vote. In case of a tie the President of the Jury's vote will count double. Participants are informed that the jury is not obliged to nominate a winner if the quality of the videos proposed by the participants in the Contest is not considered sufficient.

5.16 In the case a tie for the same award, allocations that cannot be divided or duplicated will be awarded by drawing lots.

5.17 To encourage a maximum number of participants, the same film may not win more than three Prizes.

5.17 Winners will not receive any remuneration for their participation in this Contest.

## ARTICLE 6: PUBLIC VOTING

---

### 6.1 CONDITIONS FOR PARTICIPATION IN THE VOTE

Voting will take place exclusively on the Site. Voting is open to any individual with the exception of the individual in charge of the organization of the Contest.

**Each voter can vote via the "Vote for this film" button only once for each film in competition throughout the duration of the festival.**

### 6.2 VOTING PROCEDURE ON THE INTERNET

In order to register their vote, all Internet users must acknowledge that they have read and accepted the rules.

The Organizer reserves the right to carry out any verification to ensure compliance with the present article, in particular to exclude any participant who has committed any form of abuse or attempted fraud, without however being obliged to carry out a systematic verification of all votes.

If, for any reason whatsoever, the votes do not take place as planned, for example as a result of a computer virus, bug, intervention or unauthorized external intrusion into the computer system, fraud, including the use of a robot to multiply the number of votes, or a technical failure or any other reason beyond the control of the Organizer and corrupting or affecting the management, security, fairness or proper conduct of the Contest, the Organizer reserves the right to cancel votes, cancel, modify or suspend the Contest or terminate it immediately, without participants being able to seek liability for this.

### 6.3 DATES OF THE VOTE

**The voting will take place from February 1, 2024 at 10:00 am to April 10, 2024 at 11:29 pm** (Paris time). Only votes recorded during this period will be taken into account in the final ranking.

## ARTICLE 7: DELIVERY OF PRIZES

---

The announcement of the winners of the awards and the presentation of the awards will be done during the Awards Ceremony. The winners will be formally informed directly by email in accordance with the information and contact details provided by the participants when they register on the Site.

The prizes will be hand-delivered by the Organizer to the winners during the Awards Ceremony to be held in Paris in the first half of 2024. In the event that the winners are unavailable on the date of the Festival Awards Ceremony, the Organizer will send the prizes by post to the winners.

The prizes are awarded by name in accordance with the information (surname, first name and address) provided by the Participant, or the "principal director" in the case of co-production, when registering for the Contest. In the case of acting prizes (male and female), the prize is awarded to the person involved in the relevant performance, not the Participant. The Organizer will carry out an identity check before the prize is handed over.

If the information or contact details provided by participants do not make it possible to inform them of their prize, they will lose the status of winner, and will not be able to make any claim.

In the event that the winner is unable to receive, in whole or in part, their prize, for any reason whatsoever, they will lose the benefit of this, without the possibility of obtaining any compensation. A new selection will then be made by the jury from amongst the other participants.

The prizes offered are personal and non-transferable. Prizes may not, at the request of a winner, be refunded in cash or for consideration of any kind, nor may they be replaced by a prize of an equivalent nature. The Organizer may, if circumstances beyond its control, constituting force majeure, oblige it to do so, replace each prize with a prize of equivalent nature and value..

## ARTICLE 8: DISPUTES

Participating in this Contest and of having ticked the box accepting the present rules when registering implies pure and simple acceptance of the present rules.

No claim of any kind may be made concerning all or part of the contest beyond a period of 2 months, running from the end of the contest.

These rules are governed by French law. Any difficulties in interpreting the present rules and any disputed case will be decided in the last resort by the court of the Organizer's registered office.



## **ARTICLE 9: INFORMATION TECHNOLOGY AND CIVIL LIBERTIES, PERSONAL DATA**

---

### **9.1 What data is processed and why?**

#### **a. Registration data necessary for the execution of the Contest.**

To participate in the Nikon Film Festival, you must provide certain personal information about yourself (hereinafter the "Data"):

- Full name
- Valid email address of parents or guardians, or your email address if you are an adult participant.
- Password,
- Address (street number, postal code, town, country)
- Date of birth,
- Sex

This Data is referred to as the "Registration Data". This Registration Data is necessary for the execution of the Nikon Film Festival contract in which you wish to participate. Your date of birth is required so that we can, in accordance with Article 8 of the General Data Protection Regulation (GDPR), ensure that we obtain the consent of the holder of parental responsibility for a minor.

**If a child is under 16 years of age, the consent of the holder of parental responsibility is mandatory in the form of written authorization. If you fail to provide this data, or to comply with these terms and conditions in the event of a request from the Organizer, you will not be able to participate.**

#### **b. Publication of the participation.**

Solely by virtue of participation in the Nikon Film Festival, participants expressly authorize Nikon to publish their participation on the Site for 12 months. This processing of personal data is legitimate in order to inform other participants and to demonstrate the proper execution of the contest. Nikon respects everyone's privacy and recognizes that handling personal data in a way that is both lawful and appropriate is an important social responsibility. We invite you to consult our [information sheet on the processing of your personal data](#).

### **9.2 Who is the data controller?**

We are Nikon Europe BV, Burgerweeshuispad 101, 1076 ER Amsterdam, The Netherlands. We are a member company of the Nikon Group. We are responsible for the collection and use of personal data about you that is listed in this note. The references to "Nikon", "we" and "our" in this notice, collectively refer to Nikon Europe BV.

### **9.3 Who are the recipients of the Data?**

The recipients of your Data are the authorized staff of Nikon, the agency in charge of the website and hosting service. Your postal details may be transmitted confidentially to the technical service provider subcontracted by Nikon, in particular to allow the delivery of the prizes. The contact details of the winners are sent to the Contest Partner responsible for the delivery of the awards. The participation Data will only be transmitted to the partners of the festival as part of the execution of the Nikon Film Festival contract.

### **9.4 What are your rights?**

Nikon respects everyone's privacy and recognizes that handling personal data in a way that is both lawful and appropriate is an important social responsibility. We invite you to consult Article 7 "Your rights" of our information [notice on the processing of your personal data](#).

### **9.5 How can you exercise your Rights?**

We invite you to consult Article 9 "Contact details for requests relating to personal data" of our information [notice on the processing of your personal data](#).

Please note that we may ask you for additional information in order to confirm your identity. In order for your access request to be considered, you must send us the elements necessary for your identification, i.e. a written statement on your honour certifying that you are the owner of the said personal data, as well as a photocopy of your identity card.

You also have the right to lodge a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL), in its capacity as supervisory authority.

## 9.6 Data retention period.

The Personal Data collected and processed by Nikon Europe BV in connection with the Nikon Film Festival will not be kept beyond the period strictly necessary for the purposes pursued as set out in these rules. Nevertheless, the Participation Data may be kept before deletion, in intermediate archives, for the duration of the legal statute of limitations in order to preserve proof of your participation, of the dispatch of the prizes or of your consents for the defense of Nikon's rights.

We invite you to consult the appendix "OVERVIEW OF PROCESSING ACTIVITIES" of our information [notice on the processing of your personal data](#) regarding the processing operations of the Nikon Film Festival.

## 9.7 International Transfers of Personal Data

Due to the international nature of our company, your personal data may be transferred to Nikon Group companies and trusted third parties in countries outside the European Economic Area whose laws may not offer the same level of protection to your personal data.

If necessary, Nikon will ensure that appropriate safeguards are provided to ensure compliance with the requirements applicable to international transfers of personal data, in accordance with the law. Thus, in the case of data transfers outside the European Economic Area, Nikon will use mechanisms approved by the Commission, such as Privacy Shield certification or the standard contractual clauses arising from the "Controller (in the EU) to Controller (outside EU/EEA)" Decision 2004/915/EC (see Article 46 of the GRDP).

We invite you to consult Article 6 "International transfers of personal data" of our [information notice on the processing of your personal data](#).

## ARTICLE 10: LIABILITY

---

The liability of the Organizer is strictly limited to the delivery of the prizes actually and validly awarded.

The Organizer cannot be held liable for any malfunctions related to the Internet itself or related to any intrusion, attempted intrusion or fraud that has led to failures in the administration, security, fairness, integrity or management of the challenge. In particular, the Organizer cannot be held liable for any errors, omissions, interruptions, erasure, loss of any email and more generally, for the loss of any data as a result.

The Organizer cannot be held responsible for Internet network congestion, the quality of Internet users' equipment, or the quality of their access mode, which could have repercussions on the time it takes to send responses or on the connection time required to participate. Thus, the Organizer cannot be held liable if the electronic registration forms are not registered, are incomplete, or impossible to verify.

## ARTICLE 11: PARTICIPATION FEES

---

**The Competition is free and without any purchase obligation.**

Given the current state of service and technology, most Internet service providers offer a flat-rate connection to Internet users. Insofar as the subscription to the services of the access provider is contracted by the Internet user for his or her use of the Internet in general, it is expressly agreed that access to the Site shall not give rise to any reimbursement, since the fact that the participant connects to the Site and participates in the Contest does not give rise to any additional costs or disbursements.

The connection fee will be refunded in the event of a chargeable connection invoiced in proportion to the duration of the communication. In the event of a flat-rate connection fee paid for a given period and, beyond that period, invoiced on a pro rata basis according to the duration of the communication, the cost of connecting to the site will be reimbursed to the participant once it is established that the participant has exceeded the fixed rate available to him/her and that this fixed rate has been exceeded due to the connection to the site.

To obtain reimbursement of connection fees and postage costs for reimbursement requests, the participant must send the Organizer a written request, postmarked within one month of disbursement of these costs, on plain paper, containing the following information:

- Surname, first name and personal postal address,
- Date, time and length of the connections to the site,
- A copy of the detailed invoice from the participant's telephone operator and/or access provider, specifying the date and time of connections to the site.

The postage costs required to request reimbursement of connection fees will be reimbursed, on request, on the basis of the postage rate in force. The cost of connecting to the site for participation in the Contest will be reimbursed within two months of receipt of the participant's request.

The costs of transportation, meals and accommodation incurred by a participant will be borne by the participant.

The Organizer will not be liable for any reimbursement if participation does not comply with the present rules or if the request has not been made in the forms and within the deadlines indicated above.

## **ARTICLE 12: PUBLISHING THESE RULES ONLINE**

---

The rules have been filed with SELARL ACTA - PIERSON et ASSOCIES, a judicial office with registered office at 15 rue de Sarre BP 15126 57074 METZ Cedex 3. The rules can be sent free of charge (postage costs will be refunded on request) to all persons who send a request to the organizer.

The organizer reserves the right to extend, curtail, change or cancel the operation at any time in the event of force majeure, without any claims for compensation from the participants. Any rules modified by amendment(s), will be filed, if necessary with SELARL ACTA - PIERSON ET ASSOCIES, holder of a judicial office, domiciled at 15 rue de Sarre BP 15126 57074 METZ Cedex 3.