

GENERAL TERMS & CONDITIONS

I. THE FESTIVAL

Budapest International Documentary Festival (hereinafter referred to as **BIDF**) is an annual festival for documentaries organized and managed by ALL-DOX LTD (hereinafter referred to as Organizer).

The 7th BIDF is taking place between **25th January and 31st January 2021**.

In 6 years, BIDF has grown into an established, well-known and trendy event in Hungary with above 15.000 participants on a yearly basis. As the primary objective of BIDF is still audience-building, the criteria of its selection is that films are audience-friendly, emotionally intense with strong storytelling.

To attract a wide range of viewers, the subjects are cautiously diverse. The Festival management is responsible for developing the festival strategy, for selecting the films to be shown and for scheduling the program.

An international jury gives prize money in five competition sections. BIDF may contain additional non-competitive programs as part of the official selection.

Participants acknowledge that the entered film can be selected not only for the official program but also for the non-competitive section.

The present general terms and conditions (hereinafter referred to as GTC) contain the rights and obligations of the festival.

II. ENTRY

1. The Official Selection of 2021 is open to documentary films of any length.
2. Only films from 2019 and 2020 are eligible for selection.
3. Any films require a first screening in Hungary at BIDF. The submitter of the film is responsible for getting more information about any scheduled screenings and broadcasting dates before the festival starts. Changes in the premiere status may disqualify the film to be selected. In this case, the Festival reserves the right to claim damages.
4. BIDF reserves the right to set up alternative awards (for example Student Jury Award, Senior Jury Award) in addition to the main section awards, taking into account the selection of the films and the opinion of the jury in the given year. BIDF is responsible for the nomination of films for all other special awards. Furthermore the Audience vote for the Audience Award.
5. Making a submission through our website the following documents and materials will be required by filling the submission form:

- a synopsis (maximum of 200 words)
- a link of the film
- photographs of the film and a photograph of the director (digital, printable 300 DPI, JPG)

If available these documents shall be appreciated:

- Press Kit (complete credits, EPK, poster etc.)
- a curriculum vitae and a filmography of the director
- a complete dialogue list with time codes in English (can be submitted later)

All submission process requires log in to an existing account or to register a new one. After nominating the Participants will get an email notice about the successful procedure and any other important information about the festival.

6. Not having a link, the DVD screener shall be sent to the following postal address at his own expense:

Budapest International Documentary Festival
 Solymár
 Zöldfa utca 12.
 2083
 HUNGARY

The Organizer cannot assume any shipping costs, duties or other charges arising in connection with the submission of a production.

7. The submission is free of charge except the shipping charges stated before.
8. Documents, materials and preview copies submitted to the Festival cannot be returned.
9. No film selected may be withdrawn from the festival program after its publication.

III. SELECTION

1. A Selection Committee will decide about the selection of films.
 All films submitted up until the deadline will receive a notification about an invitation to the official selection, a rejection or information that the film has been chosen for non-competitive section.
2. The selectors will choose about 32 feature- and mid-length films, and about 8 short films. The Final decision lies with the festival directors.
3. The chosen films will be grouped into 5 sections after the selection finishes – 4 for features (with about 8 films in each), 1 for shorts. A main award will be given in every section.
4. The Festival Directors will decide, jointly with the Selection Committee, about their allocation to the individual competition sections or to complementary sections, with the final decision resting with the Festival Directors.
5. The categories are creative, subject related and rough. The goal is to help the audience orientate themselves among the films in a creative way, and also to reflect on the tendencies of current documentary filmmaking.

IV. SCREENING FORMATS FOR SELECTED FILMS

1. The BDF will accept DCPs.
All other formats can only be accepted in special cases after consulting the program department:
 - BluRay Discs
 - Quicktime MOV, Prores 422 HQ 1080p 24/25- Audio: PCM Stereo 48KHz, 16 oder 24bit
 - Quicktime MOV, DNXHD 1080p 24/25- Audio: PCM Stereo 48KHz, 16 or 24bit
2. HDcam SR will not be accepted as screening format.
3. Any copy for screening purposes must have arrived to Budapest until **4th January 2021** and has to be sent to the postal address to be specified later.
4. Participants agree that BDF will digitize and encode DCPs only for festival screening purposes use. The DCPs shall be eliminated not later than two months after the festival. The DCPs cannot be made available for the rights holder of the film or for any other purposes after the festival.

V. TRANSPORTATION OF SCREENING COPIES

1. The shipping costs to Hungary shall be borned by the sender. A pro-forma invoice must be attached to shipments from abroad.
2. BDF takes care of the return costs for exportation and shipping, excluding fees for re-imports storage etc. The sender will have to bear the insurance costs for the shipping to Hungary as well as from the delivery to the first forwarder during the return shipment. Prints, tapes and data storage media will be returned through the festival's courier service. BDF cannot be held responsible for any immaterial damage during the shipment.
3. The liability of the Festival shall exclude any potential expenses for (intermediate) negatives or positives, master videotapes or other postproduction costs. In case of a faulty screening the Festival cannot be held responsible for any immaterial damage. In the following the provisions of Act V of 2013 on the Civil Code (Civil Code) shall prevail.

VI. LANGUAGE VERSIONS

The competition entries will be screened in their original version with English (if the original language of the film is not English) and Hungarian subtitles.

VII. TRAVEL AND ACCOMODATION COSTS

BDF will book and pay the travel and accommodation costs for the crew of the selected films during the festival.

VIII. CONDITIONS OF PAYMENT OF THE AWARDS

BIDF shall pay the prize after the festival by bank transfer acting in compliance with the prevailing effective relevant laws and the international agreements related to the avoidance of double taxation. To avoid double taxation the awarded participants will have to give a Certificate of Residency about paying all taxes in his/her residence. The awarded participants shall be responsible for obtaining the necessary document. The payment may be effected only after the receipt of the document specified above.

IX. MARKETING ACTIVITY

1. BIDF agrees to – primarily through the website of BIDF – provide individual information related to its films and their directors to the audience, based on which BIDF will publish the résumé and an image of the film or the director. The participants warrant and shall be responsible for that BIDF is entitled to use the photo provided by the participants for PR purposes, as well as that BIDF shall not pay royalties related to the photo provided.
2. BIDF reserves the right to write its own texts for the festival catalogue, programs and flyers.
3. By accepting this document the participants grant their consent to that the name of director and other part of the creative team and the photo taken of them be used by BIDF in publications related to the productions and events, as well as during any and all media appearances, without territorial, extent and time limitation.

X. PROVISIONS APPLICABLE TO USE

1. By accepting the terms and conditions of BIDF the Participants warrants that she/he is entitled to act as the copyright holder of the submitted work. "Copyright holder" in accordance with these regulations is deemed to be the author (originator) of the object to be protected or any other natural person or legal entity, or group of persons, having gained an incorporeal property right in this object which covers the activities referred to in these regulations and which makes it possible to grant rights of usage, or to transfer it, to third parties.
2. By accepting the terms and conditions of BIDF the Participants assure that the materials provided are free of third-party rights and no third party has any right to limit, prevent or exclude partly or fully BIDF license rights under the festival, or to cause payment obligation beyond what is specified in this document. Should third parties assert any claims against BIDF that concern the materials and works provided, the presenting party shall indemnify BIDF from any such claims and assume the legal costs incurred by BIDF for the necessary defense against such claims. BIDF shall inform the presenting party immediately, should third parties assert such claims against BIDF.
3. Participants agrees that the films selected for the official festival program will be shown in up to four public screenings. BIDF shall not pay royalties related to the screenings.
4. BIDF shall be granted, free of charge and unlimited in terms of time and space (for the duration of the protective right in the object to be protected), the right to use footage of the film at the maximum of 10% of its full length as well as advertising material, such as trailers and photographs, provided by the owner of the rights in the course of reporting about, and promoting, the festival as well as the relevant film concerned, and to pass on such footage and material to the reporting media (such as radio & television, the press, Internet, Podcast, social media and other multi-media formats) as well as to cooperation partners in the media for non-commercial

purposes and to put such footage and material online on its website www.bidf.hu.

5. During the Festival, a film can be viewed by professional guests, the digital video library of the Festival as well as online for six months afterwards through the password secured login. BIDF is entitled to digitize the submitted production for this purpose without any paying obligations. The Festival reserves the right to archive selected viewing cassettes and DVDs for internal purposes as well as for non-profit-making and non-public educational work.

XI. DATA PROTECTION

1. All facts and data shall be treated as confidential by both Parties. Such confidentiality obligation shall not apply to any data or facts, which are in the public domain, pursuant to the applicable provisions of the relevant provisions of law.
2. The parties may manage the personal data necessary to identify the participants considered as natural person, the representatives and contract persons of the party considered as legal person, for the purpose of contacting and for the purpose of taking further measures necessary related to the participation on the festival.
3. The data subjects of the personal data management are entitled to the rights and legal remedies related to the data management.
4. Parties shall manage the personal data in compliance with the relevant legal regulations, and shall not disclose those to third parties.
5. The participants accepting this document declared that their own personal data will be managed by the other party in accordance with the present section, and the parties agree to always notify the data subjects as well of the data management. The parties are not obliged to notify the data subjects of the other party separately of the data management carried out by the parties, provided that the data management is in compliance with the present section.
6. The participants also allow their contact information and other submitted data to be stored in the BIDF Database and used for festival purposes. The participants with accepting this terms and conditions become responsible for the accuracy of the information and for any changes to their personal information that will be made by them or on their behalf.

XII. DISPUTE RESOLUTION

1. The parties wish to settle all those disputes which arise related to the participation of the festival primarily amicably, through negotiations. If such negotiations fail, then the parties may refer to the Hungarian courts which are competent and have jurisdiction according to Hungarian regulation.

XIII. FINAL PROVISION

1. The present regulation shall become effective in the legal relation between the Participants and BIDF upon the acceptance digitally at the website www.bidf.hu.
2. The registration to participate in the BIDF 2021 will be taken as acknowledgement of the above regulations. BIDF reserves the right to take a decision on all those matters that are not

specifically covered in the regulations and to permit exceptions in extraordinary and justified cases. The right to decide on matters not explicitly covered in these regulations rests with the Festival management.

3. Submitting means that the participants have read and agree with the terms and conditions of the BDF.
4. BDF reserves the right to modify the provisions of this document unilaterally in case of legislative changes or if any other circumstance changes substantially, in compliance with the relevant statutory provisions.
5. In any unregulated questions, the Hungarian law shall prevail.