



Festival Strategy Tool for Short Films

## General Terms FestivalWhizz

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### WELCOME TO FESTIVALWHIZZ!

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### DESCRIPTION OF SERVICE

Subscription to FESTIVALWHIZZ provides a tool to match your film with a database of film festivals, and build a film festival submission strategy. Additionally it provides information about how and where to submit. When subscribing you will receive a monthly list of festivals that has been custom-selected for your film. You select the festivals you want to submit to. These festivals or the submission platforms might charge you fees for the submissions. The user account MY SUBMISSIONS helps you to manage your submissions.

### USER ACCOUNT

Minors may only use the service under the supervision of an adult.

When registering at FESTIVALWHIZZ, you choose a username and password upon completing the registration process for the user account. You are solely responsible for maintaining the confidentiality and security of the username, password and account, and shall be responsible for all uses of the username and password and activities under your account, whether or not authorized by you. You agree to guard your password carefully, with the full awareness that a failure to keep it secure will enable others to make use of the site for which you will be legally responsible. If you suspect that someone may have obtained access to your password who is not intended to have authority to act on your behalf, please contact FESTIVALWHIZZ immediately to authorize us to deny access to the site to anyone else presenting your password. All content or instructions transmitted by or received from anyone presenting your password on the site will be deemed binding on you.

FESTIVALWHIZZ may disallow or remove certain usernames and, with or without prior notice, close user's account if and when activities occur on that account which constitute, at FESTIVALWHIZZ 's reasonable discretion, a violation of the present terms of use and/or an infringement of other applicable laws and regulations or third party rights.

Registering at FESTIVALWHIZZ subscribes you to our newsletters, of which you can unsubscribe anytime.

When subscribing to FESTIVALWHIZZ you grant the right to use the films public information and media like trailers, teasers, public film links, press kits, logline and synopsis, stills, social media posts, festival selections and awards etc. on the website of FESTIVALWHIZZ, on social media channels and for any further promotional purposes.

You hereby warrant to FESTIVALWHIZZ that the provided film is an original work, and is free of third party rights. Respectively, you warrant that all the films related rights (e.g. copyrights, privacy rights, music or distribution rights, etc.) are



not infringed or injured and are available during the subscription period. You shall indemnify and hold harmless FESTIVALWHIZZ against any damage or judgment, including court costs and attorneys' fees, which may be sustained or be

recovered against FESTIVALWHIZZ by reason of the film usage, arising from anything contained therein. You shall also reimburse FESTIVALWHIZZ for all expenses including court costs, attorneys' fees and amounts paid in settlement, sustained by FESTIVALWHIZZ in resisting any claim, demand, suit, action or proceeding asserted or instituted against FESTIVALWHIZZ based upon the usage of the film by reason of anything contained therein.

### **DATA PROTECTION AND PRIVACY POLICY**

Personal data of you will only be processed for the purpose indicated at the time of collection, that is evident from the circumstances, or that is provided for by law. No personal data will be given or sold to parties who are not mentioned in these general terms. FESTIVALWHIZZ complies with all terms of the Swiss Federal Act on Data Protection of June 19, 1992.

By using FESTIVALWHIZZ's website and tool you agree to the use of cookies and other similar technologies. We use first- and third-party cookies and tracking pixels to improve our services, display interest-based advertising and receive statistics on your visits. We also use other technologies, such as web beacons (also known as clear gifs or pixel tags), as well as advertising identifiers, for various reasons. For example, we use these technologies to make it easy to access our services by remembering you when you return, to provide and analyze our services, and to learn more about our users.

FESTIVALWHIZZ might keep data for further assessments of the submission process in general, the evaluation of the festivals, or other to festivals related procedures. FESTIVALWHIZZ uses Google Analytics and associated Google tools to analyse website traffic. The terms and conditions and privacy policies of Google are applied ([www.google.com/analytics](http://www.google.com/analytics)).

Payments are processed by Stripe and are governed by its terms and privacy policy ([www.stripe.com/us/privacy](http://www.stripe.com/us/privacy)).

Further analytics and technologies include

Facebook-Pixel: <https://www.facebook.com/about/privacy/>

Twitter Conversion Tracking Programm: <https://business.twitter.com/de/help/ads-policies/other-policy-requirements/policies-for-conversion-tracking-and-tailored-audiences.html>

### **SUBSCRIPTION & CANCELLATION**

Subscription is for a minimum of one month, prices are indicated on the website, charged in advance. Thereafter the subscription will be renewed monthly. If unpaid invoices occur, they are due within 10 days. In case of default, FESTIVALWHIZZ reserves the right to charge default interest (12% p.a.) as well as reminder charges (20 CHF). All fees at the expenses of the remitter.

You can cancel your subscription and user account at any time with one month notice by sending an email to [http://accounting@festivalwhizz.com](mailto:http://accounting@festivalwhizz.com). You take responsibility for properly cancelling your account. Upon cancellation of the subscription, any data or information will be irretrievably deleted, with the exception of such data FESTIVALWHIZZ might need for further assessments of the submission process in general, the evaluation of the festivals, other to festivals related procedures or data that FESTIVALWHIZZ might be obliged to store in accordance with applicable laws or regulations.



#### **LIMITED NON-COMMERCIAL LICENSE TO USE SITE**

FESTIVALWHIZZ hereby grants you the limited right to view and use the site only for the purposes described above. FESTIVALWHIZZ reserves the right to suspend or deny, in its sole discretion, your access to all or any portion of the site. You agree not to reproduce, transmit, sell, or otherwise exploit the site or its applications for any commercial purpose.

#### **FINAL AMENDMENTS**

FESTIVALWHIZZ provides a database of selected festivals, and collects the information, and the rules and regulations of the festivals in due care. However, FESTIVALWHIZZ can't be held responsible for any wrong information in the database, any wrong matching results or any submissions that are not corresponding to the rules and regulations of the festival, or the submission platforms.

FESTIVALWHIZZ provides the services on an "as-is" and "as available" basis and takes no responsibility for the correctness, failure or removal of any user communications or personalized settings. You acknowledge to use the site and its services at your own risk and for the sole purposes described in these terms and explicitly or implicitly suggested by the service's descriptions found throughout the site.

FESTIVALWHIZZ 's website might contain features and functionalities that may link you, or provide you with certain functionalities and access to third party websites, databases, networks, servers, information, software, programs, systems, directories, applications, products or services ("external sites") that FESTIVALWHIZZ does not control. You acknowledge and agree that FESTIVALWHIZZ is not responsible or liable for the availability or accuracy of such websites or resources; or the content, advertising, or products or services on or available from such websites or resources. Once you choose to link to another website, you should read and understand that website's general terms and privacy statement before disclosing any personal information.

You agree that FESTIVALWHIZZ may amend or modify these terms or impose new conditions at any time by updating these terms on the website or upon notice from FESTIVALWHIZZ to you as published through the website or by email. Any use of the website or order by you after such updating shall be deemed to constitute acceptance of such amendments, modifications, or new conditions. If you do not want to be bound by an amendment, you will need to terminate your registration, if any, and refrain from using the website. No other amendments will be valid unless they are in a paper writing signed by FESTIVALWHIZZ and by you.

FESTIVALWHIZZ reserves the right from time to time to temporarily or permanently modify or discontinue, and restrict or block access to the website (or any part thereof) without notice. FESTIVALWHIZZ may temporarily or permanently modify or remove any part or all of your content from the website at any time without any notice to you. FESTIVALWHIZZ will not be liable to you or any third party for any such modification, suspension, discontinuance or removal and any such action by FESTIVALWHIZZ will not affect license to your content as stated herein.

FESTIVALWHIZZ will not be liable to you in respect of any business losses, recovery or recoupment of any investment made by either party or its affiliates in connection with this agreement, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill. FESTIVALWHIZZ will not be liable to you in respect of any loss or corruption of any data, database or software. FESTIVALWHIZZ will not be liable to you in respect of any special, indirect or consequential loss or damage.



As a condition of your access to and use of the website, you agree to hold FESTIVALWHIZZ and its shareholders and employees harmless from, and indemnify them for, all damages, costs, expenses and other liabilities, including but not limited to attorneys' fees and expenses, relating to any claim arising out of or related to your access to and use of the website and the content therein, or your violation of these Terms (including terms incorporated into them, e.g. the Privacy Policy), and any applicable law or the rights of another person or party.

The provisions contained in this agreement constitute the sole and entire agreement made between FESTIVALWHIZZ and you, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties. Should one or more provisions of this contract become wholly or partly ineffective, then the validity of the remaining provisions or parts of such provisions stays intact. Invalid provisions shall be the purpose of the appropriate agreement or substitute provision, which the parties would have agreed to in order to achieve the same result if they had known the invalidity of the provisions. The same applies to any loopholes in this agreement. This agreement and all contractual relationships between FESTIVALWHIZZ and you are subject to Swiss law. The exclusive place of jurisdiction for both parties is the location of the registered headoffices of CUT-UP GmbH.

**FestivalWhizz by CUT-UP GmbH, Hopfenstrasse 19, 8045 Zürich, Switzerland. <http://www.festivalwhizz.com/>**