

# “REPLY AI FILM FESTIVAL 2024”

## TERMS & CONDITIONS

*In these Terms and Conditions, all definitions used retain their value in the singular and plural, masculine and feminine; exclusively for editorial reasons, the masculine form is always used.*

These Terms & Conditions (with the "Waiver" attachment), regulate the “**REPLY AI FILM FESTIVAL 2024**” organized by Reply S.p.A. with the contribution of Mastercard Europe SA, main sponsor of BIENNALE CINEMA 2024 - 81ST VENICE INTERNATIONAL FILM FESTIVAL.

Any information regarding “**REPLY AI FILM FESTIVAL 2024**” can be requested to the e-mail address: [aiff@reply.com](mailto:aiff@reply.com).

These Terms & Conditions are published, in pdf, on the Platform (as defined below) and can be saved on a durable medium.

### Article 1 – Definitions

**AI FILM FESTIVAL:** the “REPLY AI FILM FESTIVAL 2024”.

**Brief:** the creative and technical features required to produce the Short Film.

**Enrolment:** the enrolment procedure to allow identification of Registered Users applying to join the AI FILM FESTIVAL.

**Jury:** the committee composed of one or more technical experts in Artificial Intelligence and AI tools, one or more professionals working in the cinema industry (such as directors, screenwriters, and producers, and one or more film critics and experts), who will select the winner of the AI FILM FESTIVAL.

**Mastercard Europe:** Mastercard Europe SA with registered office in Chaussée de Tervuren 198A - 1410 Waterloo – Belgium.

**Panel:** the committee composed of one or more technical experts in Artificial Intelligence and AI tools, one or more professionals working in the cinema industry (such as directors, screenwriters, and producers, and one or more film critics and experts), who will select the finalists of the AI FILM FESTIVAL.

**Parties:** Reply, Reply Group, Mastercard Europe and Registered Users.

**Platform:** the site accessible at the URL, aiff.reply.com, and after connection to the internet.

**Registered Users:** participants aged 18 years and registered to the Platform.

**Registration:** the procedure to identify the Registered User to access and use the features offered by the Platform.

**Reply:** Reply S.p.A., with registered office in Turin, Corso Francia, 100 – Tax ID: 9757921001 and VAT number: 08013390011.

**Reply Group:** Reply S.p.A. and any company connected to it and/or controlled by it.

**Rights:** the overall intellectual and industrial property rights as provided for by the applicable legislation, including – by way of example and without limitation – the Law 22 April 1941 no. 633: protection of copyright and other rights related to its exercise; the article 2575 and following of the civil code, the Legislative Decree 10 February 2005 no. 30, etc.

**Short Film:** the video content to be produced in compliance with the format and features required by the Brief to be submitted to enter the AI FILM FESTIVAL.

**Team:** a group of a maximum of eight Registered Users who wish to join the AI FILM FESTIVAL. A Team can be composed of one Registered User only.

**Thematic Areas:** the four thematic areas (Narratives, Pilots, Documentaries, Experimental), as described in the Brief, that can be chosen as the theme to produce the Short Film.

## Article 2 - Purpose of AI FILM FESTIVAL

The purpose of the AI FILM FESTIVAL is to reward the three best Short Films (1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place, as selected by the Jury) by allowing participants to demonstrate their skills and creativity in producing such Short Films including an AI-generated content (visual or audio) as a core component and/or realized through AI-powered editing techniques.

The Short Films are artistic productions based on human creativity with the support of new technologies based on AI.

The prize, as set in Art. 6, is a reward for the quality of the Short Film and to encourage each member of the Team (if more than one), who created and produced the Short Film selected by the Jury as winner in 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place, in continuing to express the own creativity; therefore the AI FILM FESTIVAL does not constitute a prize competition in accordance with article 6, paragraph 1, of Presidential Decree 430/2001, consisting the prize in the recognition of personal merit.

Whereas the AI FILM FESTIVAL is an artistic and creative competition, it is open to anybody who has

the requirements to be a Registered User. For this reason, there are no limitations based on the country of residence and/or citizenship, but the Registered User must be aware that the prize – as set in Art. 6 – is sent by bank transfer and some countries are subject to restrictions or interdictions related to such payment method. Therefore, if a Short Film selected by the Jury as winner in 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place has been submitted by a Team whose members are Registered Users residing in countries where such restrictions or interdictions apply, it will not be possible to proceed with the bank transfer; in such circumstances the Short Film will be mentioned as winner but awarded only in a celebrative and symbolic way.

### Article 3 - Applicable laws and disputes

The applicable law is that current in Italy.

For anything not expressly provided for in these Terms & Conditions, reference is made to the current laws in the Italian legal system.

For any dispute deriving from the AI FILM FESTIVAL and/or these Terms & Conditions, the Court of Torino will have exclusive jurisdiction.

### Article 4 – Brief

The Short Film must be an original creation of the Team, generated in *.mp4*, or *.mov*, or *.h264* format, from 1 to 10 minutes long.

In case the Short Film has been already published, the Team must have the Rights allowing to enter the AI FILM FESTIVAL (this means that the Rights have not been transferred, previously and exclusively, to a third party).

The Short Film must fall into one of the following Thematic Areas:

- Narratives: AI storytelling applied to classic movie genres such as action, thriller, sci-fi, romance, and more.
- Pilots: short films to present longer stories / series for TV, streaming platforms, social media, and more. If the longer stories / series have already been produced and possibly already released, the related Rights must be a property of the Team; it is not possible to produce a Short Film for this Thematic Area based on longer stories / series whose rights are property of third parties.
- Documentaries: AI-powered short film documentaries that report on the real-world, made of news, people, history, places, nature, and more.

- Experimental: Explore new and creative applications of AI, pushing beyond traditional storytelling and experimenting with art, tech, and more.

It must be clear that Thematic Areas are not categories of the AI FILM FESTIVAL since the Short Films will be evaluated independently from the Thematic Area chosen by the Team.

Short Films not falling in the Thematic Areas will not be admitted to the AI FILM FESTIVAL.

The submission on the Platform, within the terms as set in Article 5, must be a .zip file of maximum 4Gb size, including the Short Film and a .pdf document describing the usage of generative AI by answering the questions:

- Which AI technologies and tools have you adopted?
- How has AI enhanced your Short Film creation process in ways that would not have been possible without it?

It will not be valid a Short Film with content, in full or in part:

- 1) illicit, harmful, threatening, abusive, harassing, defamatory and / or slanderous, vulgar, obscene, breaching the privacy of third parties, racists, classists or otherwise reprehensible; contrary to public policy and / or to morals or dangerous for children (by way of example and not limited to: pornographic or with inappropriate reference to alcohol, drugs, or other illicit substances, etc.).
- 2) That the Team (including each Registered User or the only one who composed the Team) has no right to transfer or disseminate since protected by law, by a contract or by a relationship of trust.
- 3) That affects the image, company name, trade name, trademark, commercial reputation of Reply.
- 4) That affects the image, name, commercial reputation, patents, trademarks, trade secrets, copyrights, intellectual and industrial property rights of third parties.
- 5) That contains malware, viruses or other codes, files or programs created to interrupt, destroy, or limit the operation of third-party software, hardware, or telecommunications equipment.
- 6) That infringes, in any way, intentionally or not, any applicable law or regulation.
- 7) That contains images of minors except in case that the Team, at its own expenses, purchases the images from a stock photo/video provider, acquiring the licensing rights for production and distribution of the Short Film to the public.

Regarding point 4) and limited to intellectual properties related to images and music (soundtrack) to be

included in the Short Film, the Team has the right to purchase, at its own expenses, the licensing rights for production and distribution of the Short Film to the public.

## Article 5 – Submission

To join the AI FILM FESTIVAL, each Registered User may, alternatively, through the functionalities offered by the Platform:

- a) set up a new Team, choosing the relative name. In this case, other Registered Users must ask to join the Team if accepted by the first Registered User who set up such Team. If there are eight Registered Users in a Team, no one else can join the team. If no Registered User asks to join the Team, the one who set up the Team can join the AI FILM FESTIVAL alone.
- b) Ask to join an existing Team, provided the Team has fewer than eight Registered Users and only if the Registered User who established the Team accepts the new member asking to join.

A Registered User can be part of more than one Team. In any case, if a Registered User is part of two or more Teams, the same Short Film can be submitted only once.

During enrolment, Registered Users – by means of the specific functionality provided by the Platform – must accept these Terms & Conditions (and attached waiver).

Once a Team has been established correctly, it will automatically complete its enrolment.

The Team's enrollment must be completed within July 1<sup>st</sup>, 2024, since the same day limit applies to the submission.

The .zip file including the Short Film and the .pdf document describing the usage of generative AI by answering the questions as set in the Brief (Article 4) must be submitted by the Team within July 1<sup>st</sup>, 2024, through the Platform; during submission, the Team must indicate the Thematic Area chosen for the Short Film. If the Team uploads new versions of the submission within such deadline, only the latest version will be evaluated by the Panel.

The grounds for eliminating a Team from the AI FILM FESTIVAL will be:

- evidence showing that, to produce the Short Film, one or more Registered Users have either requested or commissioned support from third parties, other than members of the Team.
- Submitting a Short Film not compliant with the Brief or classified as not valid because of invalid content listed in article 4.

- Submitting a *.zip* file without the *.pdf* document describing the usage of generative AI by answering the questions as set in the Brief (Article 4) or if such document does not include the requested answers.

### Article 6 – Winners' selection and award

Each Short Film and the *.pdf* document describing the usage of generative AI by answering the questions as set in the Brief, after verification of validity requirements, will be qualitatively evaluated, at incontestable discretion, by the Panel to select a maximum of 10 finalists, following these evaluation criteria by assigning a score from 1 to 10:

- AI impact: how much the usage of AI contributes to the Short Film production.
- Creativity: innovative ways of Short Film communication.
- Craftmanship: overall quality of Short Film production.

The evaluation by the Panel will not take into consideration the Thematic Area chosen by the Team since only the criteria above described will be the basis to evaluate the Short Films.

The Short Films selected as finalists will be screened during the dedicated event hosted by Reply and Mastercard that will take place in date between September 1st, 2024, and September 9<sup>th</sup>, 2024 during the days of the 81<sup>st</sup> Venice International Film Festival. The event date will be communicated to the finalist Team with at least 25 days' notice. Finalists will be Mastercard guests in Venice during the above mentioned event.

Each Registered User member of the Teams authors of finalist Short Films will be informed by e-mail and will be required to send, within 3 days and via email, a copy of their identity document (to verify the current correspondence with the information provided at the time of registration to the Platform).

If a Registered User:

- a) did not reply to the aforementioned communication within 3 days, or the response would be without a copy of the requested identity document,

or

- b) responds in good time, but results in a non-conformity between the information present on the identity document and that previously provided,

participation in the AI FILM FESTIVAL will be considered non-compliant and all the Team such user belongs will be excluded from the finalists.

Should any of the circumstances referred to in a) and b) above happen, Reply and/or its assignees also reserve any subsequent action for their protection aimed at compensation for any damage, patrimonial and non-pecuniary, as the acceptance of “Reply Challenges Platform Terms and Conditions of Service”, these AI FILM FESTIVAL Terms & Conditions and attached Waiver will consequently be non-compliant. Reply cannot be held in any way responsible if the communication sent is not received by one or more Registered Users as a result of:

- i. an unreachable or non-existent email address (if disabled after registration)
- ii. configuration, on the client or server side, of the email box that erroneously classifies the message sent by Reply as spam.

In the event of a response by all Registered Users (if more than one) members of the Team within the prescribed deadlines, complete with a copy of the identity document and compliant with the data provided during registration to the Platform, the Team will be admitted as finalist. In this case, one member of the finalist Team will be able to participate at the screening of the Short Film and the following awarding ceremony. Travel expenses from the departure international airport to Venice and return, together with hotel staying (one night) will be in charge of Reply and Mastercard. When reservations will be completed, airplane tickets (roundtrip flights) and hotel vouchers will be provided, by e-mail, before the departure date. Passport is necessary to enter Italy if such Team's member is not an EU citizen; furthermore, and in some cases, an entrance visa is necessary, and the related procedure is in charge of the traveler. For this reason, Registered Users who are not EU citizens are invited to read, in advance, the rules for travel to Italy.

For any circumstances deriving from the country of residence or citizenship of a Registered User that could prevent the possibility of entering in Italy (by the way of example but not limited to timing to issue the visa longer than the event date, etc.), it will be arranged a video conference connection during the Short Film screening and the following award ceremony.

After the screening in occasion of the above mentioned event, the Short Films selected as finalists will be evaluated, at incontestable discretion, by the Jury.

The winning Short Films, (1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place, as selected by the Jury) will be announced during the awarding ceremony and will be awarded with a prize of:

- 8,000.00 € for the Short Fim in the 1<sup>st</sup> place

- 5,000.00 € for the Short Fim in the 2<sup>nd</sup> place
- 2,000.00 € for the Short Fim in the 3<sup>rd</sup> place.

Each prize will be shared on the base of Team's components (if more than one) and the amount will be transferred to each Registered Users, by bank transfer and within 60 days, except in cases where restrictions or interdictions apply, as set in Art. 2. In case the bank transfer is successfully completed, the amount transferred is gross taxes that are in charge of the Registered User member of the related Team.

Each Registered User will be contacted to require the bank details necessary to transfer the prize.

### Article 7 – Miscellanea

The Parties will maintain their managerial and operational autonomy during the activities carried out respectively in the AI FILM FESTIVAL.

Reply is not responsible for failure to start or end the AI FILM FESTIVAL for any reason attributable to third parties (by way of example, but not limited to interruption of internet connectivity, attempted intrusion or unauthorized access to the Platform or any computer systems connected to it, etc.) or due to force majeure.

Reply is not responsible for any Registered Users' hardware or software malfunctions, or interruption of the internet connection used by them that prevent them from processing, completing and/or sending a valid submission.

Reply has the right to modify and/or supplement these Terms & Conditions until the issue of the problems on the Platform, provided any changes and/or additions will not create unequal treatment between Teams who already entered the AI FILM FESTIVAL; any changes and/or additions will be communicated on the Platform.

### "Waiver" attachment

The Registered User, as identified by the data released during the Registration on the Platform

#### **GIVEN THAT:**

- A. the Registered User, as a component of the Team, has independently and freely decided to join the AI FILM FESTIVAL that takes place according to these Terms & Conditions, of which the present waiver is an integral and substantial attachment



B. for the purposes of this Waiver, the definitions in the Terms & Conditions apply.

That said, the Registered User accepting this Waiver during the AI FILM FESTIVAL enrolment process, through the appropriate functionality provided by the Platform,

### **A) DECLARES AND GUARANTEES**

1. That the information provided during Registration on the Platform is truthful and correct.
2. That the Registered User and the other Team members will be the only authors and creators of the Short Film that will be submitted even if the Short Film does not meet the requirements requested by the Brief.
3. The non-existence of rights or claims of third parties relating to the Short Film that will be submitted on the Platform and, only in case the authors of images and/or music (soundtrack) included in the Short Film are third parties, that the Team has acquired, at own expenses, the licensing Rights for production and distribution of the Short Film to the public.
4. That the Short Film that will be submitted on the Platform is original and unpublished or, if already published, that the Team have the Rights to enter the AI FILM FESTIVAL (this means that the Rights on the Short Film have not been transferred, previously and exclusively, to a third party).
5. To have nothing to claim for submitting a Short Film that will not be selected as finalist by the Panel, considering itself/herself already fully satisfied by participation in the AI FILM FESTIVAL.
6. To know that the selection of finalists by the Panel and the winner selection by the Jury is at the incontestable discretion of the related components; therefore, nothing would have to be claimed if the Short Film will not be one of the finalists and, if finalist, not be the winner.
7. To know that, in so far as the object of this waiver is found to be wholly or in part, untruthful and/or incorrect, Reply has the right to exclude the Registered User from participating in the AI FILM FESTIVAL.
8. To know and accept that:
  - a. if the Short Film will be selected as finalist by the Panel, it will be screened during the event hosted by Reply and Mastercard that will take place in date between September 1st, 2024, and September 9<sup>th</sup>, 2024 during the days of 81<sup>st</sup> Venice International Film Festival. The event date will be communicated to the finalist Team with at least 25 days' notice. Finalists will be Mastercard guests in Venice during the above mentioned event.
  - b. if the Short Film will be selected as winner of the AI FILM FESTIVAL, Reply and Mastercard

Europe will have the right to perform the Short Film in any communication activity connected to the AI FILM FESTIVAL or other similar activities

- c. accepting this waiver, he/she grants Reply and Mastercard Europe the free irrevocable non-exclusive license to distribute, perform and use the Short Film in perpetuity, for any media, methods, use, distribution and without limits of territory for the purposes of the above points a. and b. (hereinafter, the "License").
9. To have nothing to claim from Reply and Mastercard Europe regarding the License since it is released for free and, for this reason, there is no right to receive any compensation, indemnity, or reimbursement for the Short Film creation and production.
10. To know that the subject matter of the Terms & Conditions and of this waiver is governed by Italian law.
11. That there's no impediment to release this waiver and the License.
12. To accept that if the Short Film submitted will be one of the winners of the AI FILM FESTIVAL, the prizes are the ones as set in article 6 of the Terms & Conditions.
13. To be aware and accept that, if a Short Film selected by the Jury as winner in 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place has been submitted by a Team whose members are Registered Users residing in countries where restrictions or interdictions to bank transfers apply, it will not be possible to proceed with the bank transfer for the amount that constitutes the prize and, in such circumstances, the Short Film will be mentioned as winner but awarded only in a celebrative and symbolic way.
14. To not have in place legal acts that, in any case, may affect the extent and effectiveness of this waiver and of the License.

**B) AS REASONED ABOVE, THE REGISTERED USER IS COMMITTED TO HOLD HARMLESS AND INDEMNIFY**

Reply and Mastercard Europe, as well as all subjects involved in any way in the organization and/or management of the AI FILM FESTIVAL – from any request, claim, action, burden, cost, and/or prejudice of third parties, in any way connected to the AI FILM FESTIVAL and deriving from the conduct of the Registered User that would make less or prevent Reply and Mastercard Europe the right to carry out the AI FILM FESTIVAL and exercise the Rights acquired through the License.