

Regulations on the recruitment and participation in „KIDS KINO.LAB” workshops 2020/2021

§ 1

Definitions

1. The Organizer – Stowarzyszenie NOWE HORYZONTY with its registered office in Warsaw, at ul. Ludwika Zamenhofa 1, 00-153 Warsaw (Poland), entered into the register of associations, other social and professional organizations, foundations and self – dependent public healthcare institutions and the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS number 000016200, NIP (VAT EU) number PL 525-22-71-014, REGON number 015503904;
2. The Team – team entering the recruitment to the Workshops;
3. The Screenwriter – a person indicated in Application as a screenwriter, that meets the requirements set out in § 3 paragraph 2 point 1) of the Regulations;
4. The Producer – a person indicated in Application as a producer, that meets the requirements set out in § 3 paragraph 2 point 2) of the Regulations;
5. The Workshops - „KIDS KINO.LAB” 2020/2021 workshops organized by the Organizer, taking place according to the Schedule;
6. The Schedule – the plan of the Workshops set out in § 7 of the Regulations;
7. Tutors – individuals chosen by the Organizer, the tasks of whom are set out in § 8 of the Regulations;
8. Participants – the Teams chosen to participate in the Workshops, which signed the Agreement;
9. The Agreement – the agreement entered into between the members of the Team and the Organizer, concerning the rules on the participation in the Workshops;
10. Application – application form completed by the Team in accordance with the requirements provided by The Organizer, being the basis for selecting the Team to participate in The Workshops.
11. GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
12. Regulations – this regulations.

§ 2

General provisions

1. The Regulations set out the rules on the recruitment to the Workshops and the general rules on the Participants’ participation in the Workshops.
2. The Workshops will be conducted in English language. Each Team member should have the ability to understand, speak and write in English at communicative level.
3. The Workshops are co-financed by the European Union funds under Creative Europe Media scheme and sources of Polski Instytut Sztuki Filmowej.

§ 3

Application to the recruitment to the Workshops

1. Application may be submitted by the Team consisting of the Producer and up to two Screenwriters.
2. Each Team can submit maximum of two Applications. In such case, each Application must be submitted separately.
3. The recruitment to the Workshops takes place from 25.08.2020 until 23.10.2020.
4. Requirements for the Team members:
 - 1) The Screenwriter should be a natural person, with full legal capacity, literary experience with preference to the literature for children; the screenwriting experience in feature film is desirable, wherein the lack of such film experience will not be disqualifying; film-oriented education is not required;
 - 2) The Producer may be a natural person or another entity (in particular company), conducting economic activity within the scope of movie production (at the moment of submitting the Application) and have the experience in movie industry as the leading producer, coproducer, director of coproduction or the executive producer; film-oriented education is not required.
5. Applications are submitted in English.
6. Application is submitted in electronic form via application form available on the website: www.kidskinolab.pl. As a part of application, the Team is required to:
 - 1) indicate the project title,
 - 2) attach a short logline, which shall include maximum of 350 characters (without spaces),
 - 3) attach the synopsis of the film or a series, which shall include maximum of 600 characters (without spaces),
 - 4) indicate the country of origin for the project,
 - 5) indicate the project format (film or a series – animated, documentary, feature),
 - 6) indicate the project genre (comedy, family, drama, historical, adventure, fantasy, sci-fi, crime story, musical, others),
 - 7) indicate the source of idea for the project (original project, adaptation),
 - 8) indicate the target group for the project,
 - 9) include information about the Producer: name and surname, e-mail address, phone number, biogram (500 characters maximum, without spaces), name of the company, e-mail address and contact information,
 - 10) include information about the Screenwriter: name and surname, e-mail address, phone number, biogram (500 characters maximum, without spaces),
 - 11) attach: treatment, characters and universe description and author's explication (each attachment around 3-5, A4 pages, PDF format, maximum size of 1 MB)
 - 12) attach photos of the Producer and the Screenwriter – each in JPG format, maximum size of 3 MB.
7. Applications that do not meet the Regulations' requirements will not be taken into consideration in the recruitment to the Workshops.

§ 4

The verification of Applications

1. Formal verification of Applications is made by the Organizer. Once it is confirmed that the Application meets formal requirements, the Organizer passes the Application to the chosen Tutors.

2. Substantial verification is made by the Tutors. This verification includes the evaluation of the artistic value of the submitted projects and professional achievements of the Team.
3. After the substantial verification, the Tutors present to the Organizer the recommendations concerning the selection of the Teams that should participate in the Workshops.
4. The Tutors' recommendations are not publicly announced.
5. The Organizer is entitled to use the information and materials contained and attached to the Application in order to recruit for the Workshops. The Organizer is in particular entitled to share information and materials contained in and attached to the Application to Tutors and other persons and entities engaged in the verification of Applications.

§ 5

The appointment of the Participants

1. The Organizer in agreement with the Tutors, appoints the maximum amount of 12 (twelve) Teams to participate in the Workshops, providing for:
 - 1) 8 (eight) Teams, which projects regarding film,
 - 2) 4 (four) Teams, which projects regard series.
2. In the selection process the Organizer uses Tutors' recommendations, but is not bound by them.
3. Selection may be preceded by the interview by the Organizer' representative and/or Tutor with the Team. Interview will be conducted on-line, using teleconference or videoconference option.
4. By 23 October 2020 the Organizer shall announce the results regarding selection of the Teams to participate in the Workshops and selection of the Teams on the reserve list (if the Organizer chooses to create such list).
5. Teams will be notified about the results with the use of electronic means (to the e-mail address specified in the Application).
6. Together with the results, the Organizer sends the Agreement to the Team. The appointed Teams will be obliged to sign the Agreement before 30.11.2020 and send it back to the Organizer's address given in the appointment notification.
7. Furthermore, in case the synopsis and treatment included in the Application:
 - 1) are based on work to which a third party is entitled (not being the Screenwriter or the Producer), or
 - 2) relate to actual person and can violate their individual rights or rights of individuals associated with them,– then the Team is obliged to deliver to the Organizer before signing the Agreement a document with such party's consent to use the synopsis and the treatment during the Workshops in order to create a script, as well as to use the script created during the Workshops and to exploit a film or series based on a script created during the Workshops. Alternatively, the Team may provide justification for the lack of need for obtaining consent, referred to in the previous sentence.
8. The Producer and the Screenwriter are obliged to enter an agreement, regulating copyright issues, regarding the script created as part of the Workshops, before signing the Agreement with the Organizer. The purpose of this agreement is the acquisition of copyright or an option to the script created as part of the Workshops, by the Producer, enabling production of the film or a series and their exploitation.
9. In case the Team does not sign the Agreement, does not send it back in the term set out in paragraph 6 above or the document mentioned in the paragraph 7 above (or a justification mentioned in the paragraph 7) is not delivered before signing of the Agreement, or the agreement mentioned in the paragraph 8 is not delivered before signing of the Agreement,

the appointment of that Team may be cancelled, unless the Organizer grants an additional period to act in that matter. In such case, the Organizer is eligible to appoint replacement Team from the reserve list. This provision shall also apply in case the Organizer chooses to withdraw from the Agreement, on the terms and conditions specified therein or in provisions of law.

10. In case the Team submits the director to participate in the Workshops, the Team is obliged to enter an agreement with the director, regulating copyright issues, regarding his/her creative contribution to script created as part of the Workshops.
11. In case the Team is qualified to participate in the Workshops from the reserve list, the provisions of paragraphs 3 and paragraphs 5-8 shall apply. The Team qualified from the reserve list is obliged to sign the Agreement and send it back to the Organizer within 7 days from the day of receipt of the information about qualification to the Workshops.

§ 6

The Workshops

1. The participation in the Workshops is subject to payment. The fee is 1,600.00 EUR net (one thousand six hundred EUR) for the Team, plus tax on goods and services at the applicable tax rate. Rules regarding payment of the fees are laid out in the Agreement.
2. The Workshops will be devoted entirely to the development of the full-length feature film or a series for young viewers (feature, animated or documentary film or a series) and preparation of the producer's package for the film or a series including its financing strategy. The aim of the Workshops is to:
 - 1) enable the Participants to prepare the script of the film for young viewers,
 - 2) prepare the producer's package for the film or a series, which consists of the draft budget, promotional plan and marketing plan.
3. Making the possibility of producing the film or series based on the script prepared during the Workshops is not the aim of the Workshops. The decision concerning the production of the film or series, financing and marketing is up to the Participants.
4. In case the Producer is not a natural person, a person appointed by that Producer in the Application will participate in the Workshops.
5. The Participants are obliged to take part in the Workshops. In case of infringement of this obligation, the Organizer will have the rights under the Agreement. In case the Team consists of three people, participation of the second Screenwriter is not mandatory.
6. The directors associated with specific Participants (one director per couple of the Participants), can participate in chosen sessions of the Workshops, unless the Team consists of three people – then participation of the director will not be possible. Director should be submitted by the Participants at the recruitment stage or later.
7. The Participants work under the Tutors' guidance.
8. The Organizer will provide chosen films, which may be used as an inspiration and other materials recommended by the Organizer and Tutors, to provide the full realization of the Workshops' aim.
9. The fee, mentioned in paragraph 1 above, enables the Team members to participate in the Workshops.
10. The Organizer provides, at its own expense, accommodation and food, i.e. breakfast, lunch and dinner for the two members of the Team during the stationary sessions of the Workshops. In case the Team consists of three people, the Organizer does not cover any costs related with the participation of the second Screenwriter in the Workshops, solely allowing for participation in the Workshops.

11. In case of an invitation of director associated with the Team to participate in the Workshops, food and accommodation for the director is covered by the Team at their own expense. The Organizer does not cover any costs related with the participation of the director in the Workshops, solely allowing for participation in the Workshops.
12. All the members of the Team and director associated with the Team must arrive at their own expense, at the place of stationary sessions of the Workshops.
13. All the members of the Team and director associated with the Team are obliged to comply with the measures and recommendations regarding the sanitary conditions set by the Chief Sanitary Inspectorate or other authorities. In case recommendations are not respected, the Organizer will have a right to refuse entry to the Workshops to Participant or director.

§ 7

The Schedule

1. The Workshops will be conducted according to the following Schedule:
 - 1) session I – stationary session held in January 2021 - Poland. The Participants work on their idea for a film or a series based on synopsis and treatment constituting for the Application. In case of updating or introducing changes to the synopsis and/or treatment, the Participants are obliged to deliver final version of the synopsis and/or treatment, which they will work on during the session.
 - 2) January 2021 – February 2021 – The Participants develop texts specified by the Tutors that are the basis for writing the final version of the treatment.
 - 3) February 2021 – individual on-line consultations with the Tutors. Consultations will be scheduled individually between the Teams and Tutors.
 - 4) session II – stationary session held in March 2021 - Antwerp, Belgium the Participants develop final version of the treatment, which will be the basis for writing the first version of the script. The Participants are obliged to deliver the final version of the materials, which they will work on during the session.
 - 5) March 2021 – May 2021 – the Participants develop first version of the script (the Screenwriter) and the draft of the producer’s package of the film/series (the Producer).
 - 6) session III – stationary session held in May/June 2021- Zlin, Czechia. The Participants work on the first version of script, receive comments and remarks. The Participants are obliged to deliver the final version of the materials (script and producer’s package), which they will work on during the session.
 - 7) June 2021 – September 2021 – the Participants prepare the second version of the script (the Screenwriter) and the final producer’s package for the film/series (the Producer).
 - 8) session IV – stationary session held in September 2021 – Warsaw. The Participants work on the second version of the script and final form of the producer’s package. Pitching practice is conducted during the session IV.
2. The Organizer has the right to change the terms and/or the location of the specific parts of the Workshops. The Organizer is obliged to inform the Participants about the changes in sufficient advance.
3. In case of any limitations and restrictions, related to SARS-CoV-2 virus, prevailing on the territory, on which the stationary sessions were supposed to take place, that result in inability or significant impediment to organization of stationary session, or because of the virus spreading, conducting the session poses a threat to life and health of the Participants and/or Tutors, the Organizer has a right to conduct the on-line session with the use of teleconference or videoconference, of which it shall inform the Participants. In such a case, the participation fee does not change. Technical requirements for participation in on-line sessions are listed in § 11 of the Regulations.

4. In the case the circumstances referred to in paragraph 3 above, happen at the time that conducting the session in on-line formula at the time set out in the schedule becomes impossible, the Organizer has a right to cancel such session, of which it shall inform the Participants. In such a case, the participation fee is reduced by $\frac{1}{4}$ for cancelled stationary session. Organizer can cancel only one stationary session in the procedure described in this paragraph. In the event of circumstances forcing the Organizer to cancel another stationary session, the Organizer will cancel entire Workshops and return the full amount of the participation fee to the Participants.
5. Because of valid reasons (in particular in case of introduction of restrictions and limitations related to SARS-CoV-2 virus on the territory of the session or origin country of the Participants, that result in inability or significant impediment to reaching a stationary session by the Participants or because of virus spread, participation in stationary session poses a threat to life and health of the Participants), the Participants may agree with the Organizer to resign from participating in a stationary session in person. In such a case, the Team participates in session in on-line formula, by using teleconference or videoconference. The Team will be obliged to meet all the technical requirements necessary to participate in the on-line session, specified in § 11 of the Regulations. Participation fee does not change.
6. The Teams and the Tutors will decide whether the online consultations, mentioned in paragraph 1 above, will take place as a teleconference, videoconference, the e-mail correspondence or in any other way provided by the Organizer. In case of any disagreement, the final decision concerning the form of the online consultation will be made by the Organizer.
7. In case of non-compliance with the deadlines for delivering materials for each given session, set out in paragraph 1 above, the Team is not guaranteed that Tutor will familiarize itself with the materials provided by the Team.

§ 8

The Tutors

The tasks of the Tutors are:

- 1) substantive verification of the Teams' applications and presenting the recommendations to the Organizer,
- 2) participation in the stationary sessions of the Workshops (including the on-line sessions in case of adjustments) and online consultations according to the Schedule,
- 3) cooperation with the Workshops' coordinator appointed by the Organizer, exchange of the current information about the activities undertaken, progress of works, preparation of the notes documenting the process of works of each Team after online consultation.

§ 9

Copyrights

1. Subject to the case referred to in § 5 paragraph 7 above, the synopsis and the treatment attached to the Application must be the original work of the Screenwriter. The synopsis and the treatment, both as whole and their each part, must be, in particular, of original character, be free of any legal disadvantages and cannot be burdened with the rights of any third party.
2. During the Workshops the Participants develop the synopsis and the treatment, which is part of the Application in order to create a script for a film or a series.

3. Subject to the case referred to in § 5 paragraph 7 above, the film's or series' script created during the Workshops must be an original work of the Screenwriter and/or the Producer. The script, both as whole and its each part, must be, in particular, of original character, be free of any legal disadvantages and cannot be burdened with the rights of any third party.
4. The materials provided by the Organizer can be used by the Participants for purposes associated with the participation in the Workshops only. The Participants are obliged to use the materials in the way that does not lead to infringement of copyrights, both material and personal, one's image or other personal interest or rights that are associated with the shared materials.

§ 10

Personal data

1. The Organizer is the controller of personal data provided by persons submitting the Application and the Participants.
2. Persons submitting the Application and the Participants may contact the Organizer by sending a letter to the Organizer's registered office or via e-mail to the following address: katarzyna.janiak@nowehoryzonty.pl.
3. The Organizer shall process personal data included in the Application, the Agreement and other personal data of the Participants disclosed by them in connection with participation in the Workshops.
4. Personal data of persons submitting the Application and Participants shall be processed:
 - 1) pursuant to art. 6 sec. 1 point a) of the GDPR, i.e. based on the consent of the person submitting the Application, in order to accept and consider the Application;
 - 2) pursuant to art. 6 sec. 1 point b) of the GDPR in order to conclude and perform the Agreement, which is concluded as a result of qualifying the Team to participate in the Workshops;
 - 3) pursuant to art. 6 sec. 1 point b) of the GDPR in order to conclude and perform the contract for the provision of electronic services on submitting the Application via the website www.kidskinolab.pl;
 - 4) pursuant to art. 6 sec. 1 point b) of the GDPR in order to conclude and perform the contract for the provision of electronic services on participation in consultations and / or online sessions, in the cases indicated in § 7 sec. 3-6 of the Regulations;
 - 5) pursuant to art. 6 sec. 1 point c) of the GDPR in order to fulfil the legal obligations incumbent on the Organizer in connection with the complaint submitted by the person submitting the Application or the Participant in order to accept, consider and respond to the complaint received;
 - 6) pursuant to art. 6 sec. 1 point c) of the GDPR in order to fulfil the legal obligations incumbent on the Organizer under tax or accounting regulations in connection with the concluded Agreement;
 - 7) pursuant to art. 6 sec. 1 point f) of the GDPR, i.e. in order to implement the legitimate interest of the Organizer in the form of the publication of personal data of the Participant / Participants, including their image, on the website www.kidskinolab.pl, in books, photographic albums, press publications and other editorial publications, on posters, leaflets, brochures, within exhibitions – outdoor, open or private, within audio-visual works and multimedia works, including in electronic form on the Organizer's social profiles, for the purpose of promoting or advertising the Organizer in connection with the consent for distribution of image granted by the Participant / Participants.
5. Personal data of persons submitting Applications or the Participants will be made available or entrusted to entities cooperating with the Organizer in the organization of the

Workshops, as well as entities providing financial and accounting, hosting, IT, legal, printing and marketing services. In particular, the personal data of the Participants will be made available to the co-organizers of the Workshops, mentioned in paragraph 14 below. Participants' personal data may also be made available to entities co-financing the Workshops.

6. Personal data will be stored by the Organizer:
 - 1) in the case referred to in paragraph 4 point 1) above - until the date of considering the Application and notifying about the results of considering the Application, but not later than 7 days from the date of considering the Application;
 - 2) in the case referred to in paragraph 4 point 2) above - for the duration of the Agreement, and then for the period until the expiry of the limitation period for claims that may arise from the Agreement, determined in accordance with the mandatory provisions of law;
 - 3) in the case referred to in paragraph 4 point 3) above - for the duration of the contract for the provision of electronic services on submitting the Application, and then for the period until the expiry of the limitation period for claims that may arise from the concluded contract, determined in accordance with the mandatory provisions of law;
 - 4) in the case referred to in paragraph 4 point 4) above - for the duration of the contract for the provision of electronic services on participation in consultations and / or online sessions, and then for the period until the expiry of the limitation period for claims that may arise from the concluded contract, determined in accordance with the mandatory provisions of law;
 - 5) in the case referred to in paragraph 4 point 5) above - for a period of one year from the date of settling the complaint;
 - 6) in the case referred to in paragraph 4 point 6) above - for the period required by law, in principle, for a period of 5 years from the beginning of the year following the financial year in which the operations, transactions and proceedings were finally completed, paid off, settled or expired;
 - 7) in the case referred to in paragraph 4 point 7) above - for the period of promotional activities carried out by the Organizer, until the effective implementation of the objection raised to the processing of personal data or until the consent for distribution of image is withdrawn - whichever occurs first.
7. The person submitting the Application and the Participant have the right to request from the Organizer access to personal data, rectification, deletion or limitation of processing.
8. With regard to personal data processed pursuant to Art. 6 sec. 1 point a) or b) of the GDPR, the person submitting the Application and the Participant have the right to transfer data if these data are processed in an automated manner.
9. With regard to personal data processed pursuant to Art. 6 sec. 1 point f) GDPR. The Participant has the right to object to the processing of his personal data by the Organizer.
10. The person submitting the Application and the Participant have the right to lodge a complaint with the supervisory body, i. e. the President of the Office for Personal Data Protection in connection with the processing of personal data by the Organizer.
11. The person submitting the Application may withdraw the consent granted at any time via all available means of communication with the Organizer. Withdrawal of the consent granted does not affect the lawfulness of the processing which was carried out on the basis of consent before its withdrawal.
12. Providing by the person submitting the Application the personal data indicated in the application form is voluntary, but it is necessary for the acceptance and consideration of the Application, the conclusion of the Agreement and to enable the Participant to

participate in the Workshops. In the case referred to in paragraph 4 point 5) providing data is an obligation resulting from legal provisions.

13. As a rule, the Organizer will not transfer the personal data of persons submitting the Application and Participants to third countries or international organizations within the meaning of the GDPR. However, the Organizer will provide information about the Workshops on the Organizer's profiles on social networks: Facebook, Instagram and YouTube, and the entries for the Workshops are made using the Google form. This means that personal data collected and stored on social networks Facebook, Instagram and YouTube are subject to the same rules as personal data processed by the owners of social networks Facebook, Instagram and YouTube and by the provider of the Google form. The above means that the personal data of the applicant and the Participant may be sent via the Google form or the social networks Facebook, Instagram and YouTube outside the European Economic Area, in particular to the United States. These entities act as personal data controllers separate from the Organizer. Before using the Google form and social networks Facebook, Instagram and YouTube, the data subject should read:
 - 1) Google's privacy policy - <https://policies.google.com/privacy?hl=pl>;
 - 2) Instagram privacy policy <https://pl-pl.facebook.com/help/instagram/155833707900388>;
 - 3) Facebook privacy policy - <https://pl-pl.facebook.com/privacy/explanation>;
 - 4) YouTube privacy policy - <https://policies.google.com/privacy?hl=pl&gl=pl>.
14. The Organizer informs that in the scope of personal data processing in connection with the co-organization of one of the Workshops' sessions in the country of the Organizer's partner's seat, personal data of the Participants will be co-processed by the Organizer and the relevant partner (1. J.E.F Film Festival, Belgium, Antwerp (2000), Timmerwerfstraat 40, 2. Zlin Film Festival, Czech Rep., Zlín – Kudlov (760 01), Filmová 174) as joint controllers. The Organizer informs that he has concluded a co-administration agreement with partners, and the Participant may exercise his rights against the Organizer or the Co-administrator by contacting the Organizer in the manner indicated in paragraph 2 above. The content of the co-administration arrangement may be made available to the Participants - for this purpose, please contact the Organizer in the manner indicated in section 2 above.

§ 11

Technical requirements

1. The Organizer informs, that the submission of the Application requires:
 - 1) All attachment in pdf or doc format
 - 2) Photos - max: 3mb, .jpg
2. The Organizer informs that the participation in the online consultations, as well as the stationary sessions conducted in on-line form will require:
 - 1) in case of consultations or session conducted in teleconference form:
 - device with updated operating system, with access to Internet, equipped with microphone and speaker,
 - e-mail address,
 - Skype or Zoom in current version;
 - 2) in case of consultations or session conducted in videoconference form:
 - device with updated operating system, with access to Internet, equipped with microphone, speaker and camera,
 - e-mail address,
 - Skype or Zoom in current version.

§ 12

Final provisions

1. Polish law shall be applicable to all legal relationships arising from the Regulations. All disputes shall be resolved by Polish courts seated in Warsaw, at the choice of the complainant.
2. The Organizer has a right to change the Regulations on the condition that such change will not infringe the rights acquired by the Teams and the Participants.
3. The Regulation has been issued in two languages: Polish and English. In case of any discrepancies between them, the English version shall prevail.
4. The Regulations come into force on 25.08.2020.