

**REGULATIONS OF THE FORUM WITHIN THE FRAMEWORK
OF THE 4th INTERNATIONAL HEART OF EUROPE TELEVISION FESTIVAL,
HEREINAFTER REFERRED TO AS THE “REGULATIONS”**

§ 1

1. The organizer of the Forum (hereinafter referred to as the “Forum”) taking place as a part of the 4th International “Heart of Europe” Television Festival and Forum is Telewizja Polska S.A. (TVP) in liquidation - with its registered office in Warsaw, at ul. J. P. Woronicza 17, entered under KRS No. 0000100679 in the Register of Entrepreneurs of the National Court Register, kept by the District Court for the City of Warsaw, 13th Commercial Division of the National Court Register, tax identification number NIP 521-04-12-987, share capital of PLN 286,596,500.00 paid up in full (hereinafter referred to as the “Organizer”).
2. The Regulations specify the terms and conditions for the acceptance of Projects and the organization of the Forum.
3. The purpose of the Forum is to present in an international forum original projects (hereinafter referred to as the “Project”) from filmmakers from the region of Central and Eastern Europe.
4. The Projects may be submitted in three categories:
 - a) Documentary film and series;
 - b) Feature film;
 - c) Feature series.
5. The Regulations are available on the Organizer’s website at: www.heartofeurope.tvp.pl and at the Organizer’s registered office.

§ 2

1. The following persons may enter their Project:
 - a) Natural persons who attained the age of maturity and have full capacity for legal acts, or
 - b) persons of full legal capacity who meet all the provisions, conditions and requirements stipulated in the Regulations and come from the countries of Central and Eastern Europe, i.e. Poland, Czech Republic, Slovakia, Hungary, Lithuania, Latvia, Estonia, Romania, Bulgaria, Croatia, Slovenia, Serbia, Ukraine, Georgia, Belarus and Moldova, hereinafter referred to as the “Participants”.
2. The content of the Project must constitute a work of the Participant’s original creation, to which the Participant owns all rights, including copyrights and related rights. In the event of a claim against the Organizer by third parties related to copyright/related rights infringement, the Participant agrees to indemnify the Organizer from the obligation to provide any benefits to third parties related to copyright/related rights infringement and to pay the claims of such third parties in their full amount whenever requested by the Organizer.
3. Employees of Telewizja Polska S.A. are not allowed to participate in the Forum. The “employee” shall solely mean persons employed under an employment contract.
4. The participant shall fully cover all costs and expenses arising from the preparation and submission of the Project to the Forum.

§ 3

1. The submission of a Project to the Forum (hereinafter referred to as the "Submission") must include:
 - a) Participant's Statement, completed in English, the template of which constitutes Schedule 1 hereto. The template of the Statement may be downloaded from the Organizer's website at: www.heartofeurope.tvp.pl.
 - b) The Submission form, completed in English and signed, available on the website at www.heartofeurope.tvp.pl (hereinafter referred to as the "Submission Form"), constituting Schedule 2 hereto:
 - i. Including: Project title, full name, contact information, short biography and filmography of the Participant, photo, logline, short synopsis, treatment, length of the production, link to view the video, (this can be a trailer, teaser, moodbook, moodreel, powerpoint presentation, however, in case of using third party reference materials, their source must be provided) and estimated project budget;
 - ii. Participant's statement in English, that they familiarized themselves with the Regulations and accepts them.
2. If the Project is created by more than one person, the Submission must be accompanied by the written consent of all co-authors to its submission to the Forum, at which time the percentage of creative contribution of the co-authors must be specified in the Submission Form.
3. The participant ensures that they have the applicable rights, and consents to free, multiple reproduction in unlimited number of copies and use of the image of the persons captured on the submitted materials specified in section 2, dissemination of the image through use in the Organizer's media, understood also as the Organizer's channels and profiles on third-party platforms, including through online transmission and public access to the video material, with mention of the name and surname, of the persons referred to above. The Participant has a statement regarding consent to the dissemination of images of the creators and to the processing of their personal data, made available in the content of the Submission, and will present it upon request of the Organizer. This statement shall be understood as a declaration that the aforementioned materials of the Participant do not violate their personal rights. In the event that claims are made on this account, the Participant agrees to assume such liability and to support the Organizer, at its expense, in any legal action taken. The consent referred to above is not limited in time or territory and applies to all video materials and photos/stills submitted by the Participant.
4. Submission of the Project to the Forum is free of charge.

§ 4

1. Acceptance of Projects to the Forum will be performed according to the following schedule:
 - a) Stage I: acceptance of Submissions until 30.06.2024.
 - b) Stage II:

- i. evaluation of submitted Projects and selection by the Organizer of Projects for presentation during the Forum until 12.08.2024.
 - ii. the selected Projects will be announced by 16.09.2024 on the Organizer's website at www.heartofeuropa.tvp.pl.
 - c) Stage III: presentations of selected Projects within the Forum will be held on 16-19.09.2024. A detailed schedule of the Project presentations will be communicated to the Participants on a current basis.
2. All statements and materials referred to in §3 should be sent to the Organizer's email address coproduction.forum@tvp.pl as separate files in the following formats:
 - a) graphic - PNG, JPG or JPEG;
 - b) documents – PDF.

§ 5

1. The Participant, upon sending the Submission, grants the Organizer a non-exclusive, gratuitous license to use the submitted materials in whole or in part for the period of time of 10 years from sending the Submission, without territorial limitation, in the following fields of exploitation:
 - a) any recording and reproduction (including entry into the memory of a computer or other device), production of copies, by any technique, including printing, reprography, magnetic, mechanical, optical, electronic or other recording, by analog or digital technique, in any system or format; on any media, including audio or video media, paper or similar media, photosensitive, magnetic, optical, disks, memory chips, computer media and other recording and memory media;
 - b) any other dissemination, including:
 - i. all broadcasting and re-broadcasting, including by means of wire or wireless vision or sound, by terrestrial stations, via satellite, on cable, telecommunications or multimedia networks or other transmission systems (including so-called simulcasting or webcasting), in unencoded or encoded manner, in open or closed circuit, in any technique (including analog or digital), system or format, with or without recording capability, including text, multimedia, Internet, telephone or telecommunications services;
 - ii. any publishing of the Project or its fragments in such a way that is available to the general public at a place and time of their own choosing, including through terrestrial stations, via satellite, cable, telecommunications or multimedia networks, data communications systems, databases, servers or other devices and systems, including those of third parties, in open or closed circulation, in any technique, system or format, with or without the possibility of recording, including the services mentioned in point i. - VOD rights.
 - c) Any public reproduction, display, performance, presentation.
2. The Organizer has the right to use fragments of the Projects in informational, promotional and advertising activities regarding the Forum and the Festival, including spots, trailers, printed

materials, including in book publications informing about or promoting the Forum and/or the Festival in all fields of exploitation specified in section 1.

3. The licenses and permits referred to in this section shall be granted from the moment the Submission is sent until 31.05.2034.
4. The license referred to in section 1 also includes the right to authorize the exercise of derivative copyrights only to the extent of the right of translation and exploitation in the fields listed in section 1.
5. The license granted authorizes the Organizer to grant further licenses, if required, for the purpose of performance of the Project demonstrations within the Forum.
6. Presentations of the Projects during the Forum may take place with the participation of the audience and may be recorded, fixed and exploited by the Organizer, as the producer of videograms, in the fields of exploitation specified in section 1 without time and territorial limitations, to which the Participants hereby agree.
7. The Participant authorizes the fixation of the Participant's image and voice recorded during the Forum and their use in the fields of exploitation specified in section 1 without time and territorial limitations.

§ 6

1. The Organizer will select from among the submitted Projects that meet the formal requirements specified in the Regulations a maximum of 10 Projects in each category to be presented during the Forum. In selecting the Projects, the Organizer will take into account the following criteria:
 - a) theme/idea - exploratory, substantive value,
 - b) executive idea - creativity, innovation, originality;
 - c) clarity of the film's structure - drama, dynamics and appeal of the story;
 - d) universality of the message.
2. The decisions of the Organizer are final and are not subject to appeal procedure, and the Organizer is not obliged to provide explanations as to the decisions.

§ 7

1. The Organizer shall invite maximum of two representatives of each of the Projects, who were qualified to take part in Forum, and shall also provide them with accommodation (up to maximum of three hotel nights).
2. Information about the Projects presented during the Forum will be made public on the Organizer's website at www.heartofeurope.tvp.pl by 16.09.2024.

§ 8

1. The Organizer shall appoint members of the International Jury (hereinafter: "Jury") who shall be comprised of qualified persons chosen from among experts in given categories within the scope of Forum.
2. The Jury shall take part in Forum and choose the best of the presented Project during the Forum in a given category.

3. The deliberations are confidential. Decisions of the Jury are final and are not subject to appeal procedure, and the Organizer is not obliged to provide explanations as to the decisions.

§ 9

1. In accordance with the content of Articles 13 and 14 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27.04.2016 on the protection of natural persons in relation to the processing of personal data and on the free flow of such data, and repealing Directive 95/46/EC (hereinafter referred to as the "Regulation"), the personal data of Participants (if they are natural persons), persons representing Participants, as well as co-creators and performers of submitted Projects will be processed by the Forum Organizer for the purpose of selection and verification of Projects, their evaluation and presentation, as well as, in justified cases, for the purpose of notification and invitation of creators to present them.
2. The administrator of the personal data of the persons indicated in section 1 is Telewizja Polska S.A. in liquidation with its registered office in Warsaw, ul. J.P. Woronicza 17, 00-999 Warsaw.
3. The source of personal data are the Participants.
4. Personal data of persons referred to in section 1 shall be processed on the basis of legally justified interest of the Organizer - Article 6(1)(f) of the Regulation - consisting in organizing and conducting the Forum in accordance with the provisions of the Regulations, in particular the recruitment and verification of Projects, their evaluation and presentation, as well as notification and invitation of authors to their presentation.
5. Personal data of persons referred to in section 1 may also be processed on the basis of Article 6(1)(f) of the Regulation - i.e. the legitimate interest of the Organizer consisting in the necessity to pursue possible claims or defend against such claims.
6. In case of consenting to receive newsletter, personal data will be processed on the basis of Article 6(1)(a) of the Regulation.
7. The Organizer will process the following personal data of persons referred to in section 1: full name, provided contact details, and in case of creators also biographical data, data concerning previous works, image (photo), data of the organization the Participant represents, and, if necessary, in connection with providing accommodation to persons, also identification data: PESEL number, and in case of persons not holding PESEL number - identity document number, citizenship, address of residence.
8. Personal data of persons indicated in section 1 will be processed until 31.05.2034. In case of consenting to send newsletter personal data, that is full name and e-mail address shall be processed until such consent is withdrawn.
9. Period for storing personal data may be prolonged from time to time by the period of statute of limitations regarding claims, if processing personal data is necessary to pursue claims, if any, or to defend against such claims.
10. Persons indicated in section 1 have the right to access the content of their data and the right to rectify and delete the data, limit processing thereof, as well as the right to object to processing thereof - in situations strictly specified in the content of the Regulation. In the case of consent to

send newsletters, persons giving such consent have the right to withdraw their consent at any time, which will not affect the legality of personal data processing before its withdrawal. Exercise of these rights is possible by means of communication indicated in section 12.

11. The persons indicated in section 1 also have the right to lodge a complaint to the President of the Personal Data Protection Office, if they consider that the processing of personal data concerning them violates the provisions of the Regulation.
12. The Data Protection Inspector appointed by the Organizer may be contacted by way of e-mail at rodo@tvp.pl, as well as by regular mail sent to the address: Telewizja Polska S.A., ul. J.P. Woronicza 17, 00-999 Warsaw, with a note "attn: Data Protection Inspector".
13. Data of persons indicated in section 1 will not be subject to profiling or automated decision-making.
14. The Organizer will not transfer personal data to a third country or an international body.
15. Personal data may be disclosed to public administration authorities, if the obligation to disclose the data results from applicable laws, and to other entities providing services on behalf of the Organizer to the extent and for the purpose consistent with the Regulations, including hotels in cases where the Organizer provides accommodation to persons.
16. Personal data of persons entitled by copyright and related rights to the Projects will also be processed on the basis of the Act of 4 February 1994 on Copyright and Related Rights and for the periods provided for therein.

§ 10

1. Correspondence between the Participant and the Organizer shall be by way of e-mail. The following shall constitute the address for correspondence with the Organizer: coproduction.forum@tvp.pl
2. The decisions of the Organizer are final and cannot be appealed. The Organizer reserves the right to change the rules of the Regulations even during the term of the Regulations, as long as the changes do not worsen the conditions of participation in the Forum. Information about the changes will be posted on the Website and sent by email to the Participant's email address indicated in the Submission Form. The changes shall become effective as of the date of their announcement on the Website. In the case of Participants who have accepted the Regulations, they have the right to cancel their participation in the Festival, within 14 calendar days from the date they were notified of the change in the Regulations.
3. Failure of the Participant to observe or improper observance of the Regulations will result in the exclusion of their Submission from the Forum.
4. The Organizer reserves the right to cancel or revoke the Forum at any time, without stating reasons therefor.
5. In matters not covered by these Regulations, the provisions of the Civil Code, the Law on Copyright and Related Rights shall apply.
6. Any disputes will be settled by common courts having jurisdiction over the Organizer's registered office.

Schedule 1

to the Regulations of the Forum organized by Telewizja Polska S.A. in liquidation as part of the 4th International Heart Of Europe Television Festival and Forum

Statements of the participant (or co-authors) filing the Submission to the Forum organized by Telewizja Polska S.A. in liquidation within the framework of the 4th International Heart Of Europe Television Festival

The Participant represents that he/she:

1. read the Regulations of the Forum and accepts their contents without reservation;
2. is the sole creator of the submitted Project, and in case the Project is created by more than one person - all Participants submitting a given Project are its sole co-authors and hold all copyrights, related rights to the Project, along with the right to dispose of it, and that they consent to the use of the Project by the Organizer in the fields of exploitation on a non-exclusive basis, in all fields of exploitation in the manner specified in § 5 of the Regulations;
3. grants the Organizer permission for free, exclusive use of the Project for the duration of the Forum, for purposes related to the Forum, and permission for the Organizer to register, record and use the Project and the Participant's image, expression and voice in accordance with §5 of the Regulations;
4. assumes full legal liability for his/her own actions or omissions in the event that he/she is not authorized to submit the Project to the Forum or violates the copyright, related rights or personal rights of third parties. In the event that legitimate claims of third parties are made against the Organizer, the Participant agrees to settle such claims and indemnify the Organizer from any liability in this regard;
5. shall fully cover all costs and expenses arising from the preparation and submission of the Project to the Forum;
6. acknowledges that failure to provide the Organizer with Schedule 2 to the Regulations, signed by the Participant, will result in the Participant not being admitted to the third stage of the Forum referred to in § 4 of the Regulations.

Date and legible signature of the Participant

Schedule 2 to the Regulations of the Forum organized by Telewizja Polska S.A. in liquidation as part of the 4th International Heart Of Europe Television Festival.

Submission Form

Pitching section (choose from: early project/in development)

Category (choose from: documentary film and series, feature film, feature series)

Project title in English

Project title in original language

Planned length

Full name of the Participant, in accordance with the identity card or passport

Photo of the Participant

Phone:

E-mail:

<input type="text"/>	<input type="text"/>
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Short biography and filmography of the Participant (min. 500, max. 800 characters)

Participant's role in project implementation

Project Status

Logline (max. 200 characters)

Short synopsis (min. 250, max. 500 characters)

Treatment (min. 3000, max. 5000 characters)

Link to presentation (trailer/teaser/ (max 3 minutes) /other)

Estimated Project budget in euro

Consent to send newsletter (yes/no)

I agree to receive from Telewizja Polska in liquidation, at the e-mail address provided by me, commercial information electronically in the form of a Newsletter.

Statement of the Participant (or co-authors):

I represent that I have read the Regulations and accept their provisions without reservation.

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Date and signature of the Participant: