

RULES OF THE COMPETITION

“NIKON FILM FESTIVAL - 17th edition”

From 15/09/2026 to 22/04/2027 inclusive

ARTICLE 1: ORGANISER, DATES AND THEME OF THE COMPETITION

Nikon France, a branch of Nikon Europe BV, with share capital of EUR 3,792,717 and registered office at 191 rue du Marché Rollay - 94504 Champigny Sur Marne (hereinafter the “Organiser”), registered with the Créteil Trade and Companies Register under number 337554968, is organising, from 15/09/2026 to 22/04/2027, a free HD video creation competition with no purchase necessary, entitled “NIKON FILM FESTIVAL”, via the website www.festivalnikon.fr (hereinafter the “Site”), promoted on the main community platforms (hereinafter the “Competition”).

The theme of this Competition is “Surprise”.

ARTICLE 2: PURPOSE AND REGISTRATION

2.1 Participation in the Competition entails express and unconditional acceptance of all the provisions of these rules, the standards of conduct applicable on the Internet (netiquette, codes of good conduct, etc.) and the laws and regulations applicable in France. Any dispute concerning their interpretation shall be decided finally and without appeal by the Organiser.

2.2 The Competition is open to individuals in France or any other country. All persons who have participated in preparing the Competition, as well as their families, are excluded. This includes, in particular, NIKON staff and all other persons directly involved in organising the Competition.

Any minor participant must have requested and obtained parental authorisation before registering for the Competition. The Organiser may request this parental authorisation before awarding a prize. The Organiser reserves the right to terminate the account of any minor who fails to provide parental authorisation within the required period.

2.3 Participants must register on the Site. Registrations are accepted continuously from 15/09/2026 until 15/01/2027 at 15:00. The time at which the registration is received by the computer server dedicated to the Competition and hosted by the service provider chosen by the Organiser shall be conclusive. No other means of entry (in particular by post) shall be accepted.

2.4 Participants acknowledge and accept that the information entered in the registration form constitutes proof of their identity. Participants are bound by the information they enter once it has been validated. The Organiser reserves the right to verify the accuracy of the information provided by participants.

Participants undertake to complete the registration form in good faith and to provide the Organiser with accurate and genuine information. They must complete all fields except those marked optional.

Entries shall be cancelled if they are inaccurate, incomplete, falsified or made in breach of these rules.

ARTICLE 3: PARTICIPATION IN THE COMPETITION

3.1 Each participant (lead director) is identified by surname, first name and address. A pseudonym may be used for public distribution and must be specified on registration.

Each director may upload as many videos as they wish, provided they comply with the “Surprise” theme.

To ensure a renewal of the works submitted, the date of first release of the videos, on any platform, must not precede 1 January 2026.

The duration of these videos must be between 120 and 140 seconds, including credits. The video player used to show films may round up to the next second; a tolerance of one additional second will therefore apply. For optimal presentation, the video must be supplied in High Definition.

For the series format, six video files must be submitted in the order specified in the entry form.

The Organiser also recommends certain formats (frame rate, codecs, resolution, etc.) for screening these films, detailed at <https://www.festivalnikon.fr/comment-participer>.

A French-language or French-subtitled version of the work must be submitted to be eligible for prizes in the National Short Film Competition and Mini-Series Competition.

An English-language or English-subtitled version of the work must be submitted to be eligible for the International Competition.

Films without dialogue will by default be eligible for all competitions.

Any video failing to meet these conditions will be excluded from the Competition.

A video may be co-directed by several participants. In this case, one must be designated as the “lead director” at registration. If the video wins a prize, only the participant designated as “lead director” will receive the prize benefits and will be responsible for sharing them with the team, except for acting prizes awarded directly to actors. An entry by a collective must likewise identify the “lead director”. The Organiser cannot be held responsible for the arrangements for sharing prizes among team members.

- 3.2 Participants warrant that the proposed video is original and that they alone hold the intellectual property rights attached to it. In this respect, participants shall obtain authorisations from all third parties who have contributed directly or indirectly to its creation and/or who may assert any rights in relation to it, particularly image rights, and shall bear any resulting payments.

The use of Artificial Intelligence (AI) to create images or music for a submitted work must be declared in the entry form and visibly mentioned in the film credits to inform viewers. The use of such AI in the film's production will be disclosed to the preselection committee and jury, and this criterion may be considered in their deliberations. The Organiser may request information about the origin of generated content to ensure that third-party intellectual property rights are respected.

Cinematographic works made, in whole or in part, using generative AI technologies, particularly to create images, videos, voices, performances, scripts or substantial artistic elements, may not compete for prizes directly rewarding a human artistic contribution, particularly the Directing Prize, Acting Prize, Cinematography Prize and Screenplay Prize.

The Festival reserves the right to request any additional information from rights holders or producers about the processes used to make a work in order to determine its eligibility for the various awards.

Regarding the soundtrack, participants warrant that they hold the rights to the music used in the film or have obtained permission to use it from the author or rights holders (see the SACEM website for more information). The Organiser may request a certificate if it considers one necessary. Where a rights holder requires a licence number to be stated, it must be included in the description of the work.

More generally, participants shall indemnify the Organiser against any claims, actions or demands made by third parties on any grounds in connection with the exercise of the rights granted herein and, more generally, in connection with all warranties and undertakings under this agreement. Nikon France reserves the right to carry out any checks for the purposes of this article.

- 3.3 By entering, participants expressly authorise the Organiser, free of charge, to show selected videos to promote the Nikon Film Festival on any media now known or developed in the future, at any public event worldwide, for three years from the date on which the winners are announced. Winners hereby authorise the Organiser to remaster their videos as it considers useful for promoting the Competition.

All competing films are shown on the Nikon Film Festival website through the YouTube video player. In the event of selection or in any other justified case, participants expressly authorise the Organiser, free of charge, to make their videos publicly available on YouTube, particularly on the official Nikon Film Festival channel.

- 3.4 The Organiser reserves the right to refuse any request to remove a film within twelve (12) months of its publication on the Festival platform and to retain a copy of the film on any medium for archival purposes, without public distribution.
- 3.5 The Organiser reserves the right to retain a digital copy of selected and/or winning works that contribute to promoting and preserving the memory of the Nikon Film Festival. This retention is solely intended to ensure the traceability of the list of winners and to showcase the Festival's artistic heritage.

Accordingly, participants agree that these films may be retained and remain accessible to the public, in whole or in part, including as excerpts, on the Festival platform and on any Festival communication or archival medium, for an unlimited period. Any exploitation of films other than that expressly authorised under these rules, particularly for commercial purposes, is subject to the prior written authorisation of the rights holders.

- 3.6 Participants shall not implement or attempt to implement any method of entry that does not strictly comply with the principles of the Competition and these rules.
- 3.7 The Organiser reserves the right to disqualify any participant who interferes with the operation of the Competition or the Site or violates the official rules. The Organiser reserves the right to take legal action against anyone attempting to defraud or disrupt the Competition.
- 3.8 The Organiser reserves the right to carry out any checks to ensure compliance with this article and all of these rules, particularly to exclude any participant who has committed any abuse or attempted fraud. It is not obliged to check every registration form systematically and may limit checks to the forms of potential winners.
- 3.9 The Organiser reserves the right to extend, shorten, modify or cancel the Competition owing to events beyond its control. Thus, if for any reason the Competition cannot proceed as planned, for example following a computer virus, bug, intervention, unauthorised external intrusion into the computer system, fraud including the use of a bot to multiply entries, technical failure or any other cause beyond the Organiser's control that corrupts or affects the administration, security, fairness or proper conduct of the Competition, the Organiser reserves the discretion to cancel, modify or suspend the Competition or terminate it without delay, without participants being entitled to hold it liable.
- 3.10 The Organiser may cancel the Competition or an entry if clear fraud in any form is found to have occurred, particularly by computer in connection with entry to the Competition or the determination of winners.
- 3.11 By registering for the Competition, participants warrant that all content they upload to the Site complies with applicable laws and regulations and does not infringe third-party rights. The Organiser prohibits, in particular and without limitation, any content:
 - That is pornographic, child sexual abuse material, obscene, hateful, racist or discriminatory;
 - That incites violence, hatred or discrimination against a person or group, particularly on grounds of origin, sex, gender identity, religion or beliefs, nationality, disability, age, political opinions or any other legally protected characteristic;
 - Whose primary purpose is to promote or support a political, religious or philosophical ideology outside the requirements of artistic creation;
 - That consists primarily of propaganda, advocacy or influence communications for or against a state, organisation, movement, cause or public figure, independently of any artistic or documentary approach;
 - That incites the commission of a crime, offence, terrorist act or any other act of violence;
 - That knowingly disseminates false or manifestly misleading information with the aim of causing harm or misleading the public;
 - That infringes third-party intellectual property rights;
 - That harms a third party's reputation, privacy, image or, more generally, personality rights;
 - Whose primary purpose is to promote a product or service, company, organisation or person;
 - That constitutes advertising, product placement or conspicuous promotion of a brand, product or service outside the requirements of artistic creation or in breach of these rules;
 - That undermines the security or integrity of a state or territory;
 - That glorifies, denies or trivialises a crime against humanity;
 - That glorifies or promotes violent terrorist or extremist groups or individuals;
 - That constitutes communication or advertising intended to influence an electoral process, referendum or legislative debate, or carried out on behalf of a political actor.

This list is not exhaustive.

The Organiser reserves the right, at its sole discretion, to determine whether content breaches this provision and, if appropriate, to refuse, suspend or remove any content it considers non-compliant or likely to generate controversy that could harm the Organiser's image, activities, values, reputation or standing, without this list being exhaustive.

Participants remain solely responsible for the content they upload to the Site and shall indemnify the Organiser against any claim, action, proceedings or judgment of any kind arising from a breach of this article or infringement of third-party rights. This indemnity is without prejudice to the Organiser's legal obligations as operator of the platform and distributor of content.

The Organiser also reserves the right to remove a film from the Competition, the Festival platform or any related communication at any time, including after its selection or receipt of an award, if the film is found to breach these rules or applicable law.

3.12 Some content may not be suitable for all audiences. To provide an additional level of protection, the Organiser reserves the right to introduce a filter preventing vulnerable audiences from accessing age-restricted content. This concerns in particular:

- Scenes of nudity and/or sexual conduct and references;
- Acts or statements that are inappropriate and/or may be considered shocking for younger audiences (including, but not limited to, obscene or violent scenes);
- Dangerous scenes or risky activities that minors might imitate.

This list is not exhaustive.

3.13 Participants undertake to indemnify, defend and hold harmless the Organiser, its affiliates, officers, directors, employees, representatives, partners and service providers against any claim, action, proceeding, demand, complaint, liability, loss, injury, damage, judgment, settlement, penalty or fine and all costs and expenses (including reasonable legal and procedural fees and expenses) arising out of or in connection with:

- The participant's participation in the Festival;
- Any breach by the participant of these Rules or any representation, warranty, undertaking or obligation under them;
- The submission, use, reproduction, communication, publication, distribution, adaptation or other exploitation of the Film or related materials by the Organiser in accordance with the rights granted to it under these Rules;
- Any actual or alleged infringement of intellectual property rights, moral rights, image rights, personality rights, privacy rights, confidentiality obligations or any other third-party rights;
- Any unlawful, defamatory, misleading or offensive content, or content capable of giving rise to the Organiser's liability, in the Film or related materials.

This indemnification obligation applies regardless of the person or entity making the claim, including a third party, collective management organisation or public authority. It survives the participant's involvement in the Festival and the termination, for any reason, of the application of these Rules.

ARTICLE 4: AGREEMENT ON EVIDENCE

Computer records, connection logs, databases and, more generally, electronic data retained by the Organiser under reasonably secure conditions constitute admissible evidence, unless proven otherwise, of operations carried out in connection with the Competition, particularly registrations, film submissions, connections, exchanges and any other operations performed on the Site.

ARTICLE 5: COMPETITIONS, SELECTIONS AND PRIZES

1. GENERAL PRINCIPLES

1.1 The competitions

Three (3) competitions are open to all participants subject to the criteria below:

- National Short Film Competition: submit a short film with French audio, French subtitles or no dialogue.
- National Mini-Series Competition: submit a mini-series with French audio, French subtitles or no dialogue.
- International Competition: submit a short film or mini-series with English audio, English subtitles or no dialogue.

To avoid duplicates, a work may be submitted only once to the platform. Participants must, where applicable, embed French and/or English subtitles directly in the video file to satisfy the criteria of the competition(s) they wish to enter.

1.2 Exclusivity

The Festival imposes no exclusivity. Participants remain free to distribute their works on any platform or at any other event before, during or after the Competition.

However, to ensure a renewal of the works presented, only works first made publicly available online on or after 1 January 2026 are eligible.

2. SELECTIONS AND AWARD DETERMINATION

2.1 Selection committee

Selections of 50 films and 8 mini-series will be publicly screened at several Nikon Film Festival screenings between March and October 2027. A committee comprising several members of the Organiser's staff and audiovisual industry professionals will make the selection. Its membership will be publicly disclosed on the website when the selection is announced.

Finalists authorise the event's partners, free of charge, to show all or part of their videos for three years from the announcement of the winners.

2.2 The Jury

The main jury is chaired by a cinema personality. Its full membership will be available on the Site and announced during the Competition. A selection of films and series will be presented to it to award the prizes; the Organiser's selection is final and not subject to appeal.

2.3 Assessment criteria

The selection committee and jury will base their decisions primarily on:

- The relevance of the treatment of the required theme;
- The quality and originality of the screenplay;
- The quality of the direction and performances;
- The technical quality of the image and sound;
- The artistic and emotional impact of the work.

2.4 Selections

2.4.1 Official Selection

This selection of fifty (50) short films and eight (8) mini-series, chosen by the selection committee according to the artistic and technical criteria above, will be presented to the jury before deliberations.

Its purpose is to highlight the excellence, boldness and diversity of filmmaking and present these works to the Jury and at partner events on behalf of the Festival.

2.4.2 Sens Critique Selection

This selection of fifty (50) films is independent of the Official Selection and is chosen from all competing films by a committee of Sens Critique community members. The committee's decisions are based primarily, but not exclusively, on the above criteria.

Its purpose is to offer an alternative perspective on all competing works, particularly their originality.

2.4.3 Regard des Femmes Selection

This selection of fifty (50) short films is reserved exclusively for works directed or co-directed by women. It will be made by the selection committee according to the artistic and technical criteria above.

Its purpose is to encourage and showcase women filmmakers' work, creating a path for more women in cinema while addressing underrepresentation in the audiovisual industry.

2.4.4 Tremplin Selection

This selection of fifty (50) short films is reserved exclusively for works made by teams that declared themselves "amateur", had "fewer than 5 people", or had "no funding" on registration. The Organiser will make the selection according to the artistic and technical criteria above.

Works included in the Tremplin Selection cannot also be included in the Official Selection.

Its purpose is to highlight more competing works and showcase promising projects with limited financial, human or technical resources.

2.5 Prizes

By participating, participants authorise the Organiser to show their videos to promote the Festival. The prize winners will be revealed at the Awards Ceremony held on 22 April 2027 at Le Grand Rex cinema in Paris.

Twelve (12) prizes will be awarded in the Short Film Competition: Jury Grand Prix, Media Prize, Cinematography Prize, Directing Prize, Screenplay Prize, Editing Prize, Acting Prize, Sens Critique Prize and Audience Prize.

Five (5) prizes will be awarded in the Mini-Series Competition: Jury Grand Prix, Cinematography Prize, Screenplay Prize, Acting Prize and Audience Prize.

Two (2) prizes will be awarded from among all competing short films and mini-series: Schools Prize and Original Music Prize.

One (1) prize will be awarded in the International Competition: International Prize.

3. Jury decisions are made by majority vote. In the event of a tie, the Jury President's vote counts double. Participants are informed that the jury is not required to name a winner if the quality of the videos entered is considered insufficient.

4. If winners tie for the same prize, benefits that cannot be divided or duplicated will be allocated by drawing lots.

5. Winners shall receive no remuneration for participating in this Competition.

ARTICLE 6: OPERATION OF THE PRIZES AND PRIZE BENEFITS

1. OPERATION OF THE PRIZES

1.1 Prizes awarded by the Jury

For jury prizes, decisions will be based on the assessment criteria set out in Article 5 of these Rules. However, specific prizes may be awarded with regard to a single criterion, in accordance with the nature and purpose of each award.

The award procedures for specific prizes and for awards outside the main jury's remit are described below.

1.2 International Prize

The International Prize will be chosen from all entries validated by the Organiser and submitted in English or with English subtitles by a jury of NIKON EUROPE BV staff. Its membership will be communicated when the winners are announced. The jury's decisions will be based primarily on the above criteria. Films or series without dialogue will automatically be eligible.

1.3 Media Prize

The Media Prize will be chosen by a jury of journalists and film critics selected by the Organiser from the preselected finalist films. Its membership will be communicated when the winner is announced. Decisions will be based primarily on the above criteria.

1.4 Sens Critique Prize

The Sens Critique Prize will be chosen by a jury of Sens Critique community members from films in the Sens Critique Selection.

1.5 Schools Prize

The Schools Prize will be chosen by the main jury from the preselected finalist films and series. Its decisions will be based primarily on the above criteria. The student status or recent-graduate status (graduated less than one (1) year earlier) of the participating director (or co-director), calculated from the entry deadline of 15/01/2026, will also be taken into account.

Only students or recent graduates of less than one (1) year from the list of schools established by the Organiser will be eligible. Upon request, Nikon reserves the right to add a school to the list of schools participating in the Schools Prize until 15/01/2027 at 15:00.

1.6 Audience Prize

All competing films and series are eligible for the Audience Prize. It will be awarded to the participants whose film and series receive the highest score according to the following formula:

Score = $(1 \times N1) + (1.10 \times N2) + (1.20 \times N3) + (1.35 \times N4) + (1.50 \times N5) + (1.70 \times N6) + (1.90 \times N7) + (2.10 \times N8) + (2.30 \times N9) + (2.50 \times N10) + (3 \times P)$

- N1: number of endorsements received from voters who endorsed one (1) competing work;
- N2: number from voters who endorsed two (2) or three (3) competing works;
- N3: number from voters who endorsed four (4) or five (5) competing works;
- N4: number from voters who endorsed between six (6) and eight (8) competing works;
- N5: number from voters who endorsed between nine (9) and twelve (12) competing works;
- N6: number from voters who endorsed between thirteen (13) and twenty (20) competing works;
- N7: number from voters who endorsed between twenty-one (21) and thirty (30) competing works;
- N8: number from voters who endorsed between thirty-one (31) and fifty (50) competing works;
- N9: number from voters who endorsed between fifty-one (51) and one hundred (100) competing works;
- N10: number from voters who endorsed more than one hundred (100) competing works;
- P: number of endorsements received from "Active Participants" (see below).

The minimum number of endorsements required for eligibility is set at 50% of the average number of valid raw endorsements received by all competing films and series. This threshold is calculated at the end of the voting period after invalid endorsements have been removed.

Endorsements counted in category "P" are excluded from categories N1 to N10. An "Active Participant" is any user with at least one work officially validated for competition in the current or a previous Festival edition and whose user account remains active when voting opens for the edition concerned.

Users who entered a previous edition but deleted or allowed their account to become inactive, then created or reactivated an account solely for a new edition, are not "Active Participants" for the purposes of coefficient "P".

The coefficient for categories N1 to N10 is determined solely by the total number of competing works endorsed by the voter. Each endorsement by an "Active Participant" is counted with a coefficient of 3, independently of N1 to N10.

The Audience Prize is awarded to the film or series with the highest weighted score. If scores tie, the work with the most valid raw endorsements wins. If a tie remains, the jury selects the winner.

The Organiser reserves the right to check the integrity of voting and cancel any endorsement or group of endorsements showing serious indications of fraud, ballot manipulation or coordinated voting on a scale liable to compromise the integrity or fairness of the Audience Prize.

Occasional reciprocal endorsements between participants do not alone constitute grounds for challenging votes. However, the Organiser may take any appropriate action where it is established that a network, organised group or other concerted action was intended to, or did, significantly distort voting results.

Decisions taken by the Organiser under this article are final.

2. LIST OF NIKON AND PARTNER PRIZE BENEFITS

2.1 Provided by Nikon

- For each winner of the Short Film Jury Grand Prix and International Prize: a NIKON ZR cinema camera with a NIKKOR 24-70mm f/4 S lens, with a unit value of EUR 2,949 including VAT (recommended retail price).
- For all winners: free loan of one or two Nikon video kits (each comprising a Nikon ZR or equivalent and a Z-mount prime lens) for 15 days to make a future project, valid until 31/12/2028. To ensure equipment availability, winners must request it at least 30 days before the desired collection date.
- For all finalist films and series: a total of EUR 29,000 in NIKON video equipment, provided as single-use vouchers with a unit value of EUR 500 including VAT, valid for a minimum purchase of EUR 1,000 on the Nikon Store France (excluding refurbished products and promotions) until 31/12/2027.

2.2 Provided by SADC

- As part of the partnership, SADC supports the Mini-Series Competition Jury Grand Prix with a gross award of EUR 1,000 paid directly to the winning screenwriter(s) and director(s).

If the work is registered with SADC, the award is shared among screenwriters and directors according to the declaration form. Otherwise, 20% is allocated to directors and 80% to screenwriters. Where there are several directors or screenwriters, each category's share is divided equally among them.

Any applicable tax or deduction, particularly mandatory social security contributions to be withheld and paid to URSSAF du Limousin, will be deducted from this support.

2.3 Screenings provided by CGR Cinémas, Grand Rex and partner events

- The Official Selections, comprising fifty (50) short films and eight (8) mini-series, will be shown at several public screenings, particularly in CGR cinemas across France and at Le Grand Rex cinema in Paris. Further screenings may be organised in collaboration with partner events. The complete list will be available on the Site.

2.4 Provided by Transpa

- TRANSPA undertakes to provide the Short Film Competition Cinematography Prize with a technical equipment benefit of EUR 2,500 excluding VAT (Grip Department EUR 500, Camera Department EUR 1,000, Lighting and Power Department EUR 1,000), valid for one year for a future shoot.
- TRANSPA undertakes to provide the Mini-Series Competition Cinematography Prize with a technical equipment benefit of EUR 2,500 excluding VAT (Grip Department EUR 500, Camera Department EUR 1,000, Lighting and Power Department EUR 1,000), valid for one year for a future shoot.

ARTICLE 7: PUBLIC VOTING

1. CONDITIONS FOR VOTING

Voting takes place exclusively on the Site. It is open to all individuals except those responsible for organising the Competition.

Each voter may use the dedicated button to vote only once for each competing film and series during the entire Festival.

2. ONLINE VOTING PROCEDURE

To register a vote, each Internet user must acknowledge having read and accepted these Rules.

The Organiser reserves the right to carry out any checks to ensure compliance with this article, particularly to exclude anyone who has committed any abuse or attempted fraud, without being obliged to systematically check every vote.

If, for any reason, voting cannot proceed as planned, for example following a computer virus, bug, intervention, unauthorised external intrusion into the computer system, fraud including the use of a bot to multiply votes, technical failure or any other cause beyond the Organiser's control that corrupts or affects the administration, security, fairness or proper conduct of the Competition, the Organiser reserves the right to cancel votes; cancel, modify or suspend the Competition; or terminate it without delay, without participants being entitled to hold it liable.

3. VOTING DATES

Voting takes place from 1 February 2027 at 08:00 until 1 April 2027 at 19:00 (Paris time). Only votes registered during this period will count towards the final ranking.

ARTICLE 7: RECEIPT OF PRIZES

The winners will be announced and prizes awarded at the Awards Ceremony. Winners will be officially notified by email using the information and contact details provided by participants when registering on the Site.

The Organiser will hand prize benefits to winners in person at the Awards Ceremony, to be held in Paris during the first half of 2027. If winners are unavailable on the date of the Festival Awards Ceremony, the Organiser will send their prize benefits by post.

Prizes are awarded by name according to the information (surname, first name and address) supplied by the participant, or the "lead director" in the case of co-direction, on registration. For acting prizes (female and male), the benefit is awarded to the person whose performance is recognised, rather than the participant. The Organiser will check identity before handing over a prize.

If the information or contact details supplied by a participant do not enable them to be notified of a win, they will lose their status as winner and may not make any claim.

If a winner cannot benefit from all or part of a prize for any reason, they will forfeit it without entitlement to any compensation. The jury will then make a new selection from the other participants.

Prizes are awarded personally and are non-transferable. At a winner's request, they cannot be exchanged for cash or any other consideration or replaced by an equivalent prize. If circumstances beyond the Organiser's control constituting force majeure so require, it may replace a prize with one of equivalent nature and value.

ARTICLE 8: DISPUTES

Participation in this Competition and ticking the box accepting these Rules at registration entail unconditional acceptance of these Rules.

No claim of any kind relating to all or part of the Competition may be made more than two months after the end of the Competition.

These Rules are governed by French law. Any difficulty in interpreting them and any dispute will be finally decided by the court having jurisdiction over the Organiser's registered office.

ARTICLE 9: INFORMATION TECHNOLOGY, CIVIL LIBERTIES AND PERSONAL DATA

9.1 What data is processed and why?

a. Registration data necessary to operate the Competition.

To participate in the Nikon Film Festival, you must provide certain personal information about yourself (hereinafter the “Data”):

- Surname, first name;
- Valid email address of your parents or holders of parental authority, or your own email address if you are an adult participant;
- Password;
- Postal address (street number, postcode, city, country);
- Date of birth;
- Sex.

These Data are called “Registration Data”. They are necessary to perform the Nikon Film Festival contract in which you wish to participate. Your date of birth is necessary so that we can, in accordance with Article 8 of the General Data Protection Regulation (GDPR), ensure that we obtain consent from the holder of parental responsibility for a minor.

For a child under 16, consent from the holder of parental responsibility in the form of written authorisation is mandatory. If you do not provide these data or meet these conditions when requested by the Organiser, you cannot participate.

b. Publication of the entry.

By participating in the Nikon Film Festival, registrants expressly authorise Nikon to publish their entry on the Site for 12 months. This processing of personal data is legitimate in order to inform other participants and demonstrate the proper operation of the Competition. Nikon respects everyone's privacy and recognises that lawful and appropriate processing of personal data is an important social responsibility. Please see our privacy notice concerning the processing of your personal data.

9.2 Who is the data controller?

We are Nikon Europe BV, Stroombaan 14, 1181 VX Amstelveen Amsterdam, Netherlands. We are a member of the Nikon Group. We are responsible for collecting and using the personal data about you listed in this notice. References to “Nikon”, “we” and “our” in this notice collectively refer to Nikon Europe BV.

9.3 Who receives the Data?

Recipients of your Data are authorised Nikon staff, the agency responsible for the website and the hosting service. Your postal contact details may be disclosed in confidence to Nikon's technical subcontractor, particularly to allow delivery of prize benefits. Winners' contact details are disclosed to the Competition Partner responsible for delivering prizes. Contact details will be disclosed to Festival partners only in connection with performance of the Nikon Film Festival contract.

9.4 What are your rights?

Nikon respects everyone's privacy and recognises that lawful and appropriate processing of personal data is an important social responsibility. Please consult Article 5, “Your rights”, of our privacy notice concerning the processing of your personal data.

9.5 How can you exercise these rights?

Please consult Article 7, “Contact details for personal data requests”, of our privacy notice concerning the processing of your personal data.

Please note that we may ask you for additional information to confirm your identity. Accordingly, for your access request to be processed, you must send the documents required to identify you, namely a written declaration on your honour certifying that you are the holder of the personal data concerned, together with a photocopy of your identity document.

You also have the right to lodge a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL), the supervisory authority.

9.6 Retention period for the Data.

Personal Data collected and processed by Nikon Europe BV in connection with the Nikon Film Festival will not be retained beyond the period strictly necessary for the purposes stated in these Rules. Nevertheless, Entry Data may be retained in intermediate archives before deletion for the statutory limitation period in order to preserve evidence of your participation, the dispatch of prizes or your consents for the defence of Nikon's rights.

9.7 International transfers of personal data.

Because our company operates internationally, your personal data may be transferred to Nikon Group companies and trusted third parties in countries outside the European Economic Area whose laws may not provide the same level of protection for your personal data. Your personal data may also be shared in connection with investigations (for example, disclosure for the prevention of crime or fraud, or to comply with a court order or the law).

Where necessary, Nikon will ensure that appropriate safeguards are provided to meet the applicable requirements for international transfers of personal data in accordance with the law. Thus, for transfers outside the European Economic Area, Nikon will use mechanisms approved by the Commission, such as Privacy Shield certification or standard contractual clauses under Decision 2004/915/EC on "Controller (in the EU) to Controller (outside the EU/EEA)" transfers (see Article 46 of the GDPR).

Please consult Article 3, "International transfers of personal data", of our privacy notice concerning the processing of your personal data.

ARTICLE 10: LIABILITY

The Organiser's liability is strictly limited to delivering prizes actually and validly won.

The Organiser cannot be held liable for any malfunction connected with the Internet itself or with any intrusion, attempted intrusion or fraud causing failures in the administration, security, fairness, integrity or management of the Competition. In particular, it cannot be held liable for errors, omissions, interruptions, deletions or loss of email or, more generally, resulting loss of data.

The Organiser cannot be held liable for Internet congestion, the quality of users' equipment or their means of access, which could affect the time taken for responses to arrive or the connection time required to participate. Thus, the Organiser is not liable if electronic registration forms are not recorded, are incomplete or cannot be verified.

ARTICLE 11: PARTICIPATION COSTS

The Competition is free and no purchase is necessary.

Given current service offers and technology, most Internet service providers offer flat-rate connections. Since users subscribe to their provider's services for general Internet use, it is expressly agreed that access to the Site does not give rise to reimbursement: connecting to the Site and participating in the Competition entails no additional cost or expenditure.

Connection costs will be reimbursed where a paid connection is charged in proportion to connection time. Where a connection involves a flat-rate payment for a specified period and, beyond that period, is billed according to connection time, the participant's costs of connecting to the Site will be reimbursed if it is established that the participant exceeded the available allowance as a result of connecting to the Site.

To obtain reimbursement of connection costs and the postage costs of the reimbursement request, participants must send the Organiser, within one month of incurring the costs, as evidenced by the postmark, a written request on plain paper containing:

- Their surname, first name and personal postal address;
- The dates, times and duration of their connections to the Site;
- A copy of the detailed bill from their telephone operator and/or Internet service provider showing the dates and times of their connections to the Site.

Postage costs necessary to request reimbursement of connection costs will be reimbursed upon request at the applicable economy postal rate.

The costs of connecting to the Site to participate in the Competition will be reimbursed within two months of receipt of the participant's request.

Participants shall bear any travel, meal and accommodation costs incurred in participating.

The Organiser is not required to reimburse any costs if participation did not comply with these Rules or if the request was not made in the form and within the time limits specified above.

ARTICLE 12: PUBLICATION OF THESE RULES ONLINE

These Rules are deposited with SELAS ACTA - Associated Judicial Officers - 25 bd Joffre 54000 NANCY - Metz office, 15 rue de Sarre BP 15126 57074 METZ Cedex 3. They may be sent free of charge to anyone requesting them from the organising company.

The organising company reserves the right to extend, shorten, modify or cancel its operation at any time, particularly in the event of force majeure, without participants being entitled to any compensation. The amended Rules, by addendum or addenda, will where applicable be deposited with SELAS ACTA - Associated Judicial Officers - 25 bd Joffre 54000 NANCY - Metz office, 15 rue de Sarre BP 15126 57074 METZ Cedex 3.