

GENERAL TERMS AND CONDITIONS OF SALE RELATED TO ACCREDITATIONS FOR ANNECY 2024

ARTICLE 1 – General Information

CITIA is a Public Cultural Cooperation Establishment, of which the headquarters are located at: c/o Conservatoire d'art et d'histoire – 18 avenue du Trésum – 74001 Annecy, France, registered at the RCS d'Annecy (French Trade & Companies Register) under the No. 489 885 111.

CITIA (hereinafter "the Organizer") organizes the Annecy International Animation Film Festival (hereinafter the "Festival") and the International Animation Film Market (hereinafter the "Mifa").

The Festival is the global reference for animation film and proposes numerous screenings (films in or out of competition), in theaters and in the open-air.

The International Animation Film Market is the key global rendezvous for film animation industry professionals, in terms of coproduction, purchases, sales, funding and distribution.

The accreditation procedure is mandatory to access and participate at the Festival, and the Mifa organized by CITIA (hereinafter the "Events").

The Events take place over the course of a week from 9th to 15th June 2024, in Annecy city and various locations inside its agglomeration (hereinafter termed the "Sites").

The full list of Sites is available at the following address: <https://helpdesk.annecyfestival.com/en/>

"Participant" means any person, natural or legal, accredited by the Organizer and having the right, as such, to access and participate in all, or a part of the Events (cf. art 6).

ARTICLE 2 – Provisions Relating to the Current General Terms and Conditions of Sale

2.1 Availability and enforceability of the General Terms and Conditions of Sale (hereinafter the "GTCS")

The GTCS are available to participants on the Organizer's website where they can be viewed directly.

Validation of the accreditation request by the applicant's confirmation, in the conditions presented in Article 3 of the current GTCS, represents the Participant's adhesion to the GTCS.

2.2 Articulation of the GTCS with the Connected Areas General Terms and Conditions of Use (hereinafter the "GTCU")

The use of Connected Areas is also subject to full agreement of the GTCU, available at the following address: <https://www.annecyfestival.com/legal-information-and-gcu>.

In the event of any contradiction between the Connected Areas' General Terms and Conditions of Use and the current General Terms and Conditions of Sale, the latter will take precedence.

2.3 GTCS modifications

The Organizer reserves the right to modify the current GTCS at any time by publishing a new version on the website. The GTCS applicable are those in force on the validation date of the request for accreditation.

ARTICLE 3 – Accreditation Conditions

The purpose of these General Terms and Conditions is to determine the accreditation conditions and the conditions in which professionals have access to these online services.

3.1 Festival Accreditation

This accreditation is for professionals or teachers in the field of animation, film, audiovisual, multimedia, art, music, gaming or special effects.

The Festival accreditation gives access to the Events (screenings, exhibitions, signing sessions) and tools listed in the following address: <https://www.annecyfestival.com/2024-offers/festival>

3.2 Festival+ Accreditation

The Festival+ accreditation is open to professionals or teachers working in the field of animation, film, audiovisual, multimedia, art, music, gaming or special effects.

The Festival+ accreditation provides access to the Events (screenings, meetings) and tools listed at the following address: <https://www.annecyfestival.com/2024-offers/festival->

3.3 Mifa Accreditation

The Mifa accreditation is open to professionals or teachers working in the field of animation, film, audiovisual, multimedia, art, music, gaming or special effects.

The Mifa accreditations provide access to events and tools listed at this address: <https://www.annecyfestival.com/2024-offers/mifa>

3.4 Specific Accreditations

3.4.1 Buyers Accreditation

3.4.1.1 Eligibility Conditions

The Buyers accreditation is reserved to buyers and investors in the film or audiovisual sectors. It is issued on request and subject to terms and conditions (refer

to the Buyers accreditation request form). It can be waived in return for participating in the Mifa at a selected number of events specified by the Mifa department.

3.4.1.2 Accreditation Process

Application for the Buyers accreditation is carried out online: <https://www.annecyfestival.com/take-part/accreditation>.

The Mifa Department is in charge of validating the Buyers accreditation. The applicant will receive an e-mail with approval or refusal of their request.

3.4.1.3 Access

The Buyers accreditation provides access to the list of events and tools at this address: <https://www.annecyfestival.com/2024-offers/buyers>

3.4.2 Journalists and Press Officers Accreditations

3.4.2.1 Eligibility Conditions

The Journalists and Press Officers accreditations are reserved for all media professionals (journalists, photographers, press officers, bloggers and influencers), capable of justifying their professional activity within cinema, audiovisual and multimedia fields.

Journalists and photographers must attach a copy of their valid press card and a declaration from their editor-in-chief providing proof of major articles in the field of film, audiovisual or multimedia dated less than two years old (PDF format).

Bloggers and influencers must attach a screenshot with their statistics showing the number of visits and views of their blog/website /Facebook/Twitter/Instagram/YouTube (accepted formats.pdf, .jpeg or .png).

Press officers must attach files or press kits related to film or the audiovisual sector (PDF format).

3.4.2.2 Accreditation Process

Application for the Journalists and Press Officers accreditation is carried out online: <https://www.annecyfestival.com/take-part/accreditation>.

Journalists and Press Officers must provide the necessary supporting documents (cf. art 3.4.2.1) with the accreditation application form. The Journalists and Press Officers accreditation will be subject to validation by the Media Relations Department. The applicant will receive an e-mail with approval or refusal of their request.

3.4.2.3 Access

These accreditations provide access to the events and tools listed at this address: <https://www.annecyfestival.com/2024-offers/journalists>

<https://www.annecyfestival.com/2024-offers/press-officers>

3.4.3 Students Accreditation

The Students accreditation is **reserved for students in initial training** (on-site or online). **High-school students** who have chosen a film option, and **professional trainees in continuing education are not eligible** for this accreditation.

Initial training refers to training undertaken **as a student**, which is validated by a diploma.

3.4.3.1 Eligibility Conditions

Students in initial training, **actively enrolled on a higher education or university course**, must be able to provide documentary proof of their student status in the field of **animation, film, audiovisual, multimedia, art, music, gaming, or special effects** for the 2023/2024 school year.

Along with their application for an accreditation, they must include a student card showing:

- The student's last name and first name,
- The school establishment's name,
- The title of the course,
- The current school year.

If the student card does not show all the requested information, a school attendance certificate, in French or English, issued by your school establishment with the missing information will additionally be required.

Invoices or any proof of payment will not be accepted.

3.4.3.2 Accreditation Process

Application for the Students accreditation is carried out online: <https://www.annecyfestival.com/take-part/accreditation>.

Students must upload the mandatory documentary proof (cf. art 3.4.3.1) onto the accreditation application form. Confirmation of Student accreditation will be subject to prior validation by CITIA.

After examining the documentary proof:

- If CITIA refuses the application, the student will receive an e-mail explaining the reasons for refusal.
- If CITIA approves the request, the student will receive an e-mail with a link to payment. The student will have 7 days to carry out the payment. Once the payment is received CITIA will process and finalize the Students accreditation.

3.4.3.3 Access

The Students accreditation provides access to the events and tools listed at the following address: <https://www.annecyfestival.com/2024-offers/students>

3.4.4 Pass grand public Accreditation

3.4.4.1 Eligibility Conditions

The Pass grand public is for **movie-goers and non-professional amateurs living in France**. Any professionals in the fields of animation, cinema, audiovisual, multimedia, art, music, gaming or special effects are not eligible for a General Public Pass.

The **Pass grand public – Reduced Rate** accreditation is for people under 25; jobseekers; RSA recipients, ASPA solidarity benefits for the elderly and AAH disabled adult benefits (proof dated less than 6 months old); CinéPass Pathé, Bonlieu Scène nationale, Auditorium Seynod subscription holders; Cinéma Le Mikado, FOL 74, Le Brise Glace, LCE and Le Groupement members (valid subscription or membership card).

With the application form for the Pass grand public, the applicant must include the following:

- a proof of address less than 3 months old;
- or, for children, a sworn declaration from the parents stating that the child resides under the same roof as the parents;
- documentary proof that the applicant is eligible for a reduced rate.

3.4.4.2 Accreditation Process

Application for the Pass grand public is carried out online starting in May: <https://www.annecyfestival.com/take-part/accreditation>.

The applicant must upload the mandatory documentary proof (cf. art 3.4.4.1) onto the accreditation application form. Confirmation of Pass grand public accreditation will be subject to prior validation by CITIA.

After examining the documentary proof:

- If CITIA refuses the application, the applicant will receive an e-mail explaining the reasons for refusal.
- If CITIA approves the request, the applicant will receive an e-mail with a link to payment. The applicant will have 7 days to carry out the payment. Once the payment is received CITIA will process and finalize the Pass grand public accreditation.

3.4.4.3 Access

The Pass grand public accreditation provides access to the events and tools listed at the following address: <https://www.annecyfestival.com/2024-offers/pass-grand-public>

ARTICLE 4 – Accreditation Procedure

Accreditation requests take place from 29th January 2024 online only at the following website address: <https://www.annecyfestival.com/take-part/accreditation>

The applicant is required to select their profile, accreditation type, payment method, and fill in the mandatory fields on the accreditation form.

There are specific procedures for the Buyers, Journalists, Press Officers, Students, Pass grand public accreditations (cf. art 3.4).

The prices vary depending on the type of accreditation and the purchase date (cf. art 5.1).

The Organizer examines the accreditation requests after having checked that the conditions for entitlement to the desired accreditation are met. This might constitute grounds for rejection, permanent or temporary, if there is incomplete communication of the required documents, non-payment or any other legitimate reasons, such as the existence of a litigation with CITIA.

The accreditation only becomes effective after the Organizer has sent the Participant's paid invoice.

The right resulting from the accreditation is personal and non-transferable. The accreditation does not give any right of accreditation for another event organized by the Organizer.

ARTICLE 5 – Financial Conditions

5.1 Prices and Terms of Payment

Accreditation prices are detailed at this address: <https://www.annecyfestival.com/take-part/accreditation>

Accreditation prices vary depending on the purchase date as follows:

Festival Accreditation:

70 euros from 29th January to 29th February 2024
85 euros from 1st March to 1st May 2024
95 euros from 2nd May 2024*

Students Accreditation:

70 euros from 29th January to 29th February 2024
80 euros from 1st March to 1st May 2024
90 euros from 2nd May 2024*

Festival+ Accreditation:

250 euros from 29th January to 29th February 2024
350 euros from 1st March to 1st May 2024
390 euros from 2nd May 2024*

Mifa Accreditation:

440 euros from 29th January to 29th February 2024
560 euros from 1st March to 1st May 2024
660 euros from 2nd May 2024*

Pass grand public Accreditations:

30 euros full price from May onwards
18 euros reduced price from May onwards

**The Organiser reserves the right to close the sale of one or more accreditation types at any time after this date to guarantee optimum conditions for our participants.*

Accreditation prices are listed VAT incl. The VAT rate is 10%.

Payment is to be made in full, in a single payment within 7 days of the order being finalized (except for an applicant using a purchase order).

The following secured payment methods are accepted:

- Credit card: Visa, Mastercard, EuroCard, Electron (Amex not accepted)
- Bank transfer to the following account indicating the order number:
Account holder: EPCC CITIA,
Conservatoire d'art et d'histoire, 18 avenue du Trésum, 74000 ANNECY
IBAN: FR76 1680 7000 8231 3105 3721 801
BIC : CCBPFRPPGRE
Domiciliation: BANQUE POPULAIRE
Auvergne-Rhône-Alpes, bâtiment Onyx,
15 rue du Pré Paillard, parc des Glaisins,
74940 ANNECY-LE-VIEUX
- Administrative order: reserved for public accounting institutions (education, Town Hall, local authority, etc.). The purchase order must be imported into the online accreditation application form.

The applicant will receive an invoice specifying the payment deadline by return e-mail.

The invoices corresponding to the accreditations ordered will be made available in the Client's tracking page. The link to this page will be sent by e-mail.

5.2 Late Payment Charges

In the event of late payment, the Participant will be liable to late payment charges (Article L441-6) at a rate equal to three times the interest rate at the legal rate of the price (VAT incl.) on the invoice, which will begin to run the day after the due date indicated on the invoice. These late payment charges will automatically and legally be acquired by the Organizer, without any formalities or prior formal notice.

5.3 Cancellation Requests

5.3.1 Cancellation and Refund

Any cancellation request from the Participant must be sent by e-mail to the Organizer to this address: accreditation@citia.org. Refunds will be paid after the Event.

The Participant benefits from a cancellation withdrawal period of 14 days after the purchase date, during which the accreditation can be entirely refunded.

Beyond 14 days, a 20% handling fee of the accreditation price (VAT incl.), will incur.

However, if the Participant attends an event or a screening (whether within the 14-day cancellation period or not) they will have expressly used the benefits of their accreditation and consequently waives the right to cancellation. The Anancy 2024 accreditation will be automatically provided, and the Participant will not be able to cancel it. No refund will be made.

Furthermore, no refund request will be accepted from 9th June 2024 onwards.

5.3.2 Cancellation and Transfer

The Participant can cancel their participation and ask to transfer the accreditation to a third party. The original accreditation will be deleted. The new beneficiary will receive their accreditation in their own name.

It will not be possible for the latter to change the type of accreditation.

If any reservations were made by the previous beneficiary, they will automatically be lost.

Any cancellation and transfer request by a Participant must be sent via e-mail to the Organizer at the following address: accreditation@citia.org before midday on Friday 7th June 2024. After this date requests must be done at the Assistance for Accreditations Desks located at the Festival and Mifa Welcome Areas from Sunday 9th June 2024.

5.3.3 Changing the Accreditation Type

Any request to change the accreditation type results in its cancellation and refund.

The Participant must proceed to purchase the chosen new accreditation. The actions (reservations, appointments made, etc.) carried out in the connected tools will automatically be deleted.

Any cancellation request must be sent to the Organizer via e-mail to the following address: accreditation@citia.org before midday on Friday 7th June 2024. After this date requests must be done at the Assistance for Accreditations Desks located at the Festival and Mifa Welcome Areas from Sunday 9th June 2024.

ARTICLE 6 – Badge and Access to On-site Events

On-site, the Organizer will give a badge to each accredited Participant providing access to the Events to whom it is accredited.

Access details can be found at the following addresses:

The Pass grand public accreditation <https://www.annecyfestival.com/2024-offers/pass-grand-public> and the Festival <https://www.annecyfestival.com/2024-offers/festival>, Festival+ <https://www.annecyfestival.com/2024-offers/festival+> and Mifa accreditations <https://www.annecyfestival.com/2024-offers/mifa>.

The special Buyers <https://www.annecyfestival.com/2024-offers/buyers>, Journalists <https://www.annecyfestival.com/2024-offers/journalists>, Press Officers <https://www.annecyfestival.com/2024-offers/press-officers> and Students <https://www.annecyfestival.com/2024-offers/students> accreditations.

The badge is strictly personal and cannot be lent.

In the event of theft or loss the Organizer can deliver a replacement badge that will be invoiced to the Participant: 15 euros for a Pass grand public, 30 euros for a Festival, Festival+, Students, or Mifa accreditation.

Access to the Sites is with a badge: machine scanned or visually controlled.

ARTICLE 7 – Access to the Festival's Connected Areas

7.1 Overview

The Participant has access to the website: <https://www.annecyfestival.com/network:en> that gives access to the Festival's Connected Areas.

The <https://www.annecyfestival.com/home> website is published by: CITIA, Public Institution for Cultural Cooperation (EPCC), its headquarters are at c/o Conservatoire d'art et d'histoire, 18 avenue du Trésum, 74001 Annecy, registered at the RCS Annecy, under the number 489 885 111.

The <https://www.annecyfestival.com/home> website is hosted by the company Amazon Web Services: Amazon Web Services LLC P.O. Box 81226 Seattle, WA 98108-1226, USA <https://aws.amazon.com/>.

These servers are physically located in Ireland in the European Union.

The video content is hosted by: KAEMO, a simplified joint-stock company (sole shareholder company) with a capital of 40,762 euros, its headquarters registered at 28 rue de Strasbourg, 44000 Nantes, France, registered under number 811 117 894 RCS NANTES.

These servers are physically located worldwide and guarantee the security and confidentiality requirements in accordance with the applicable legislation concerning protection of personal data.

In the context of the current GTCS, the Participant must conform to the connected areas' GTCU. In the event of non-compliance to these GTCU, they will be subject to the sanctions there within.

7.2 Technical conditions for accessing the connected areas

The technical conditions for accessing the connected areas are detailed in the GTCU.

ARTICLE 8 – Safety

The Participant is required to acknowledge and comply with the safety measures imposed by the public authorities, the administration of the different Sites and the Organizer.

Likewise, the Participant is required to scrupulously respect the internal measures specific to the Events or any police measure defined by the Organizer or any other competent authority.

ARTICLE 9 – Advertising

Any form of advertising other than that using the Organizer's media supports and for which the insertion and display rights have been paid in advance according to the rates in force, is prohibited.

In addition, the Participant undertakes not to distribute any promotional material (flyers, posters, brochures, leaflets, stickers, etc.) within the Sites and their immediate surroundings, except with the Organizer's prior authorization.

ARTICLE 10 – The Organizer's Content and Material

The Organizer provides the Participant with programs and websites dedicated to the Events.

The Organizer is the owner and publisher of this material, publishes them and ensures distribution, with the exception of content published by Participants on the host's online community. This media is protected and as such the Participant may not use them in any way whatsoever without prior written consent by the Organizer.

All texts, videos, images, distinctive signs, data, applications or software features published on the Organizer's media with the exception of those submitted by the Participant, are the property of the Organizer. As such, the Participant may not and must not under any circumstances reproduce, delete, distribute, grant and/or use them, fully or partially, in any way whatsoever, without the Organizer's or the rights holders' prior written consent, at the risk of being held liable.

ARTICLE 11 – Deferment or Cancellation of the Event

In the event of postponement or cancellation by the Organizer of the Event due to force majeure, the Organizer will notify the Participants immediately.

The sums collected by the Organizer will be returned to the Participants without the possibility of claiming any additional compensation.

Considered as cases of force majeure: any new health, climatic, economic, political or social situation, at a local, national and international level:

- not reasonably foreseeable at the time of communication of the Event to the Participants;
- beyond the Organizer's control;

• and which, either makes the Event impossible to host, or entails the risk of disturbances or disorders likely to seriously affect the organization and smooth running of the Event, or the security of the property and persons.

If the restriction is temporary, fulfilment of the obligation is suspended unless the resulting delay justifies termination of the contract. If the restriction is permanent, the contract is automatically terminated and the parties are released from their obligations under the conditions provided for in Articles [1351](#) and [1351-1](#) of the Code Civil.

ARTICLE 12 – Image Rights

Participants are informed that the Organizer may take photographs of their image and/or recordings of their voice in the context of the Events to document them.

By participating in the Events, the Participants expressly authorize the Organizer to fix, reproduce and communicate their image and/or their voice to the public.

This authorization is granted to the Organizer free of charge worldwide and without a time limit, for its communication purposes, on all known and unknown media to date, by all existing or future means and especially by all electronic communication networks (Internet).

The Participant may withdraw their authorization at any time by contacting the Organizer by e-mail at dpo@citia.org, or by post at the following address: DPO, CITIA c/ o Conservatoire d'art et d'histoire – 18 avenue du Trésum CS 50038 – FR-74001 Annecy Cedex.

Participants who would like to take pictures and/or sound recordings of Participants during the Events must request the Organizer's prior authorization. The Participants will carry out the necessary personal authorizations and guarantee the Organizer against any recourse and/or claims from any third party on the basis of image rights.

ARTICLE 13 – Data Protection – Collection and use of Data

The Participants are informed that CITIA, as Events Organizer and responsible for processing data as defined by the French Data Protection Act of 6th January 1978, as amended by the Decree of 1st June 2019, collects, processes and stores personal data that concerns them to enable their participation at the Events.

The Participants agree to provide the Organizer with the following personal data deemed indispensable for their registration, to their participation at the Events and to access the Sites: title, first name, last name, country of residence, mobile phone number, personal e-mail address, photo, profession.

By approving their application form, the **professional** Participants agree to having their information published in the Anancy Network connected area.

When completing the application form the **professional** Participants can also:

- Oppose to receiving any event news and information (in some cases related to the organization of their visit and their presence at the event, such as ticketing information, party or event invitations, etc.).
- Oppose to having their data shared with the event's selected media partners for the purpose of sending them special Anancy Festival newsletters or invitations.

General public Participants can:

- Agree to receiving event news and information (in some cases related to the organization of their visit and their presence at the event, such as ticketing information, party or event invitations, etc.).

Once the connected area is accessible, Participants can log on and change their choices at any time by ticking the appropriate boxes.

The personal data collected are strictly intended for the Organizer, their service-providers, their partners and to the Participants for the sole purpose of achieving the intentions set out above.

The sub-contractors, service-providers, partners and other Participants are required to respect the confidentiality and security of the personal data and only use them in the context of carrying out their mission as sub-contractor and service-provider. The Organizer guarantees the Participants that their personal data thus collected will not be disclosed to any unauthorized third parties without their prior consent. The Participants' personal data are conserved by the Organizer for the necessary length of time to achieve the purposes for which they were collected, and in any event within a 3-year limit after the last contact.

In accordance with the legislation and the regulations in force, the Participants benefit from a right of access and rectification, a right to refuse on legitimate grounds, a right to erase and limit personal data, and a right to define guidelines on the fate of personal data after their death.

They also benefit from a right to data recovery and portability in the cases provided for by law. To exercise their rights, they are required to write to the Data Protection Officer (DPO) by e-mailing to: dpo@citia.org or by letter to this address: DPO, CITIA c/o Conservatoire d'art et d'histoire – 18 avenue du Trésum CS 50038 – FR-74001 Annecy Cedex. They also have the right to lodge a complaint with the French Data Protection Authority (CNIL).

For more information concerning the management of their personal data and their rights, the Participants are invited to consult the Personal Data Protection Policy on the Events website available at:

<https://www.annecyfestival.com/personal-data-protection-policy>

ARTICLE 14 – Non-compliance and Sanction

Any breach of the provisions of these current General Terms and Conditions will result in the immediate (temporary or permanent) suspension of the Participant's accreditation, without any refund for the accreditation or any other sum that the Participant will have paid to the Organizer.

This is especially the case for non-compliance with safety, public order and police regulations.

In any event, once a breach committed by the Participant has been confirmed, the Organizer will have the right to terminate the accreditation contract without summons or formalities, without prejudice to compensation that may be reclaimed by the Participant.

ARTICLE 15 – Election of Jurisdiction and Applicable Law

By express agreement between the parties, the current terms and conditions and the resulting transactions are governed by French law.

In the event of difficulty concerning the interpretation of this present document, only the French version of these Regulations is authentic.

In the event of a dispute, the parties prioritize implementation of an amicable resolution from the Organizer prior to referral to the Courts.

Any disputes to which the current General Terms and Conditions and resulting agreements could give rise, regarding validity, interpretation, execution, resolution, consequences and their aftermath, will be submitted to the competent courts of Annecy.

ARTICLE 16 – Customer Service and Technical Support

For any information, contact customer service at the following address: accreditation@citia.org