

Who is Europe – Filmproject 2021 – Filmakademie Baden-Württemberg Transfer of Rights of Utilization of Third Party Material

With the upload of the filmmaterial the Filmakademie shall realize the project (hereinafter referred to as „Production“) under the working title: Who is Europe by Maite Bengsch. Subject matter of this contract is the transfer of the rights of utilization of the Licensor's material specified in the following for the purpose of cinematographic use and exploitation in accordance with this contract.

§ 2 Third Party Material

The Licensor is owner of the rights of utilization of the material that he/ she uploaded
This includes film material

§ 3 Transfer of Rights

The licensor transfers to the Filmakademie the non-exclusive rights, perpetual and worldwide, of cinematographic use of the material listed in § 2 which is subject of the contract. In particular, the Filmakademie acquires the rights of utilization in accordance with the enclosed Appendix (“Appendix to the Contract on the transfer of rights of utilization of third party material“). Due to its acquired rights, the Filmakademie shall be entitled to use the material also for the production of foreign language versions of this project and to transfer these rights to third parties for the purpose of exploitation. Cinematographic exploitation also includes advertisement for the project. The transfer of rights does not include the right of utilization of the material for other than film or project-related purposes.

§ 4 Warranty Clause

The Licensor guarantees that the rights transferred to the Filmakademie including possible rights in titles do not infringe copyrights or other rights of a third party.

§ 5 Remuneration

The transfer of rights shall be free of charge. With this, all claims and services arising under this contract shall be settled.

§ 6 Credits

The Filmakademie and the Licensor shall agree on an appropriate mentioning of credits.

§ 7 Waiver and Severance / Salvatorian clause

Should individual provisions of this contract be or become ineffective, the validity of the remaining provisions shall not be affected. Invalid provisions shall be replaced by valid provisions which have been agreed upon and which are suitable for fulfilling the intended economic purpose. The same applies in the case of omissions which subsequently may be discovered in this contract. Modifications and amendments to this contract must be made in writing in order to be legally valid. This also applies to an elimination of this provision on the requirement of writing. This contract shall be governed by the law of the Federal Republic of Germany. Place of jurisdiction is Ludwigsburg/Stuttgart

Appendix to the Contract on the transfer of rights of utilization of third party material

The following rights are part of § 3 of the Contract on the transfer of rights of utilization of third party material.

§ Broadcasting rights, i.e. the right to make the production publicly available, irrespective of the transmission path, and any number of times, via analogue or digital radio transmission (including DVB-T, -C, -S, and -H), such as sound broadcasting and television broadcasting (including high definition TV), wire broadcasting (hertzian wave, laser, microwave, etc.), or

similar technical equipment wholly or in part and in all language versions. This applies to all ways of broadcasting, e. g. terrestrial, cable TV (also via telephone network), cable TV retransmission, satellite TV including direct satellite transmission) on-demand services (also as single order), interactive TV, all broadcasting formats, and irrespective of the legal form (public or private TV station), or of forms of financing and funding of the TV station (commercial or non-commercial TV), or of the legal relationship between broadcaster and receiver (free-TV, pay-TV, pay-per-view, pay-per-channel, video near demand, closed circuit TV, other types of TV on demand, etc.).

§The videogram rights and DVD rights, i.e. the right of production, duplication, and/or distribution against payment or without remuneration (selling, renting, lending, etc.) of the production, wholly or in part using picture carriers or sound carriers of any type and any format for the purpose of private and public presentation.

§Right of exhibition, i.e. the right to make the production wholly or in part publicly perceptible for commercial or non-commercial purposes any number of times through technical equipment in movie theaters or other suitable locations (such as drive-in cinemas, restaurants and inns, discotheques, club houses, retirement homes, ships, airplanes, hospitals, etc.), irrespective of the form of the presentation system, of the image/sound carriers and the way of delivery of the signal presented and including commercial and non-commercial screening. This includes the right to make the production publicly perceptible on festivals, trade fairs, sales exhibitions and similar events.

§The right to make the production publicly available (recall and online rights), i.e. the right to make the production wholly or in part publicly available to a confined or unconfined third party by means of analogue, digital or other storage or data transmission technology with or without (temporary buffer) storage, wireless (e. g. terrestrial radio systems and satellite links, including direct satellite reception) or via cable (e.g. telephone line, optical fiber, electric cable) or other conduction bound and non-conduction bound data and telephone networks (e.g. ISDN, DSL, cable modem, WAP, GPRS, HSCSD, HSMD, UMTS, etc.) or by means of other data carriers in a manner allowing the reception for the purpose of interactive usage (also public, if applicable) or playback of the production through individual and/or collective recall or provision (in particular television on demand, video on demand, near TV on demand, near video on demand, online services, Internet, (in particular World Wide Web, Intranet, Extranet, subscription services, push services, pull services, Internet TV, etc.) via television set, PC or other terminal equipment (e.g. multimedia platform (MHP), PDA, game console, UMTS, WAP, GPRS cell-phones or a combination of such devices).

§The right of digital exploitation and interactive use, i.e. the right to store, duplicate, distribute, sell, rent and lend the edited or unedited version of the production via digital data carriers (image/sound carriers) of all kind (e. g. DAT, DCC, DVD, etc.) partly or completely by means of analogue or digital technology for linear or interactive use, i.e. for individual editing, shortening, distorting, altering or any other modification of the production or single images, text parts or sound parts thereof.

The exploitation rights of multimedia versions, i.e. the right to digitally capture edited or unedited versions of the production or extracts or parts thereof on software, the right to combine them with other software and/or other productions or works, the right to store them on all known storage media, and the right to make them utilizable by means of downloads, streaming, etc. This also includes the production and distribution of videogame versions.

§The right of duplication and distribution, i.e. within the scope of the utilization granted, the right to duplicate and distribute the production in any way -also on other image/audio storage and data storage devices than originally used.

§Editing rights and dubbing rights, i.e. in compliance with the legal moral rights of the author, the right to edit, transform, distort, shorten, complement, split, cut, color the production by means of analogue or digital or other image/sound/data processing methods, and the right to adapt the running time in order to comply with channel policies and general continuity standards, and to combine the production with other productions or parts of other

productions or other works and services or within other images/sound/data carriers, and the exclusive right to dub, re-dub or newly dub, or subtitle the production in all languages, and/or the exclusive right to produce and edit voice-over versions.

§Print rights and ancillary print rights, i.e. the right to write and publish summaries of the production, and the right to produce, duplicate and distribute (in particular through sale, lease, lending, and by means of "e-commerce and m-commerce", etc.) illustrated and non-illustrated books, booklets, comic strips, electronic press kits, and other analogue and digital images/sound/data carriers, etc.

§Advertising and clipping rights i. e. the right to use clips of the production any number of times for advertising purposes (e. g. trailers, tie-in advertisement) or to exploit parts of them within the scope of other productions including the original film music or original film soundtrack any number of times. This includes the right of advertising the production and its extensive exploitation according to common practice in the industry (e. g. via TV, cinemas, videograms, or print media), also using names and other information and images of the filmworkers.

Privacy Policy

Thank you for visiting our website and for your interest in our film project. We see data protection as a quality feature, and the protection of your personal data and the safeguarding of your personality rights are important to us.

With this privacy policy, we would like to transparently provide all visitors to our website with information about the type, scope and purpose of the personal data we collect, use and process and to enlighten you about the rights to which you are entitled.

Our website can generally be used without the provision of personal data. However, the processing of your personal data may become necessary if you use our registration form on our website.

The data collected automatically when you visit our website or the personal data you input when you use our services will be processed in accordance with the current legal provisions for the protection of personal data.

If the processing of your personal data is necessary and there is no legal basis for such processing, we will always obtain consent for the necessary processing purpose.

As the company responsible for processing, we have laid down technical and organisational measures to ensure the highest possible level of protection of your personal data.

However, please note that there may be security gaps with respect to data transmission via the World Wide Web.

1. Controller's contact details

The Controller within the meaning of the General Data Protection Regulation is:

Maite Bengsch

Filmakademie Baden-Württemberg GmbH
Akademiefhof 10 71638
E-Mail: whoiseurope@mail.de

2. Collection of general access information

The server log file information that your browser transmits to us every time you visit our website will be recorded automatically. These are:

1. the accessing computer's IP address (internet protocol address)
2. The website from which you visit us (referrer);
3. The webpage that you visit on our site;

4. date and duration of your visit;
5. Browser type and settings;
6. Operating system.

Please note that this data cannot be assigned to specific persons. We will only use this technical access information for the following purposes:

1. To improve our websites' attractiveness and usability;
2. To detect technical problems on our website at an early stage.
3. To deliver the contents of our website correctly;
4. To provide law enforcement agencies with the information necessary for prosecution in the event of a cyberattack.

This data will be stored for a maximum of 7 days as a technical precaution to protect the data processing systems against unauthorized access.

3. Collection and passing on of personal data

We will only use your personal data for the purposes stated on this data protection information page.

Our website has the following input masks for the collection of personal data:
Registration on our web site

3.1.1 Submission of application documents

We will collect and process various personal application data as part of your application (online application or by e-mail).

These include, in particular, your

- contact information (name, address, telephone number and email address);
- Application documents (application letter, video material)

As part of an online application through the application form, transmission will be carried out exclusively via an encrypted page in accordance with the currently recognised state of the art, so that your personal data and your application documents will be protected against manipulation and unauthorised access.

Your personal application data will be collected and processed exclusively for the purpose of informing you about the status of our film project. Your data will only be forwarded to the internal units and departments of our company responsible for the specific application procedure. Your personal application data will not be passed on to other companies without your prior express consent. Your application data will not be used by or passed on to third parties beyond these limits.

Your personal application data will be deleted automatically two years after the application process has been completed. This does not apply if statutory provisions prevent deletion, if further storage is necessary for the purpose of providing evidence or if you have expressly consented to longer storage, e.g. for future job advertisements.

3.1.2 Making contact by e-mail or through contact form

On our website, we offer you the option of contacting us by e-mail and/or through a contact form.

The personal data you transmit will be stored automatically if you contact us by e-mail or through a contact form.

Such personal data which you provide to us voluntarily will be stored for the purpose of processing your inquiry or contacting the person concerned. This personal data will not be passed on to third parties.

4. What are cookies used for?

Our website uses so-called cookies in several places. We embed videos from our YouTube channel using YouTube's privacy-enhanced mode. This mode may set cookies on your computer once you click on the YouTube video player, but YouTube will not store personally-identifiable cookie information for playbacks of embedded videos using the privacy-enhanced mode. To find out more please visit YouTube's embedding videos information page. <https://support.google.com/youtube/answer/171780?hl=en-GB>

5. Deletion, blocking and duration of the storage of personal data

We will only process and store your personal data for the period of time required to achieve the respective storage purpose or which is stipulated by law. After a storage purpose ceases to subsist or after expiry of the statutorily stipulated storage period, the personal data will be routinely blocked for further processing or deleted in accordance with the statutory provisions.

6. Data subject's privacy rights

You can contact us in writing at any time if you have any questions about your personal data. You have the following rights under the GDPR:

6.1 Right to information (Article 15 GDPR)

You have the right to receive information at any time about which categories and information concerning your personal data we are processing for which purpose and how long and according to which criteria these data will be stored, and whether an automated decision-making process including profiling has been applied in this connection. You also have the right to know to which recipients or categories of recipients your data has been or is still being disclosed, in particular recipients in third countries or international organisations. In this case, you also have the right to be informed about appropriate safeguards in connection with the transmission of your personal data.

In addition to the right to lodge complaints with the supervisory authority and the right to information about your data's provenance, you have the right to have your personal data erased and rectified and the right to restrict or object to the processing of your personal data.

In all the above cases, you have the right to request a free copy of your personal data that we have processed from the data processor. We are entitled to charge an appropriate administrative fee for all additional copies that you request or which go beyond the data subject's right to information.

6.2 Right to rectification (Article 16 GDPR)

You have the right to request the immediate rectification of your incorrect personal data and, taking into account the purposes of the processing, to request the completion of incomplete personal data including by means of providing a supplementary statement.

You can contact our data protection officer or the data controller at any time if you wish to exercise your right to rectification.

6.3 Right to erasure (Article 17 GDPR)

You have the right to demand the immediate erasure of your data (“right to be forgotten”) especially if the storage of the data is no longer necessary, if you revoke your consent to data processing, if your data was processed unlawfully or was collected unlawfully and if there is a legal obligation to erase under EU or national law.

However, the right to be forgotten shall not apply if there is an overriding right to freedom of expression or information, if data storage is necessary for the fulfilment of a legal obligation (e.g. storage obligations), if archiving purposes prevent erasure or if the storage serves to establish, exercise or defend legal claims.

6.4 Right to restriction of processing (Article 18 GDPR)

You have the right to request the controller to restrict the processing of your data if you dispute the data's accuracy, if the processing is unlawful and you oppose the erasure of your personal data and instead request a restriction of its processing, if the necessity for the processing purpose ceases or if you have objected to the processing in accordance with Article 21(1), as long as it has not yet been established whether there are any legitimate reasons on our part which outweigh yours.

6.5 Right to data portability (Article 20 GDPR)

You have the right to the portability of your personal data which you have provided to our company in a standard format, so that you can have your personal data transmitted to another controller without hindrance, provided, for example, that you have given your consent and the processing is carried out using an automated procedure.

6.6 Right to object (Article 21 GDPR)

You have the right to object at any time to the collection, processing or use of your personal data for the purposes of direct advertising or market and opinion research as well as general business data processing, unless we can prove compelling reasons worthy of protection for processing which outweigh your interests, rights and freedoms. Furthermore, you cannot exercise your right to object if a statutory provision stipulates or requires the data's collection, processing or use.

6.7 Right to lodge a complaint with the Data Protection Supervisory Authority (Article 77 GDPR in conjunction with Section 19 of the German Federal Data Protection Act)

You have the right to lodge a complaint with the competent supervisory authority if you believe there has been an infringement in the processing of your personal data.

6.8 Right to withdrawal of consent (Art. 7(3) GDPR)

You can withdraw your consent to the processing of your personal data at any time and without giving reasons. This also applies to the revocation of declarations of consent given to us prior to the EU General Data Protection Regulation's entry into force.

7. Legal basis of the processing

Article 6(1)(a) of the General Data Protection Regulation (GDPR) is the legal basis for the processing of personal data for which we obtain the data subject's consent.

Article 6(6) GDPR is the legal basis for the processing of personal data required for the performance of a contract to which the data subject is a contractual party. This provision also covers processing operations necessary to implement pre-contractual measures.

Article 6(1)(c) GDPR is the legal basis for a processing of personal data necessary to fulfil a legal obligation to which our company is subject.

Article 6(1)(f) GDPR is the legal basis for processing that is necessary to protect a legitimate interest of our company or a third party, and if the data subject's interests, fundamental rights and freedoms do not outweigh the first-mentioned interest. Our company's legitimate interest lies in the performance of our business activities and in the analysis, optimisation and maintenance of our online offer's security.

8. Transfer of data to third parties

We generally do not sell or lease out user data. Data will only be transmitted to third parties beyond the scope described in this privacy policy if this is necessary for the processing of the respective requested service.

We will only transfer data if there is a legal obligation to do so. This is the case if state institutions (e.g. law enforcement authorities) request information in writing or if there is a court order.

No personal data will be transferred to so-called third countries outside the EU/EEA.

9. Data protection provisions about the application and use of YouTube

On this website, the controller has integrated components of YouTube. YouTube is an Internet video portal that enables video publishers to set video clips and other users free of charge, which also provides free viewing, review and commenting on them. YouTube allows you to publish all kinds of videos, so you can access both full movies and TV broadcasts, as well as music videos, trailers, and videos made by users via the Internet portal.

The operating company of YouTube is YouTube, LLC, 901 Cherry Ave., San Bruno, CA 94066, UNITED STATES. The YouTube, LLC is a subsidiary of Google Inc., 1600 Amphitheatre Pkwy, Mountain View, CA 94043-1351, UNITED STATES.

With each call-up to one of the individual pages of this Internet site, which is operated by the controller and on which a YouTube component (YouTube video) was integrated, the Internet browser on the information technology system of the data subject is automatically prompted to download a display of the corresponding YouTube component. Further information about YouTube may be obtained under www.youtube.com/yt/about/en/. During the course of this technical procedure, YouTube and Google gain knowledge of what specific sub-page of our website was visited by the data subject.

If the data subject is logged in on YouTube, YouTube recognizes with each call-up to a sub-page that contains a YouTube video, which specific sub-page of our Internet site was visited by the data subject. This information is collected by YouTube and Google and assigned to the respective YouTube account of the data subject.

YouTube and Google will receive information through the YouTube component that the data subject has visited our website, if the data subject at the time of the call to our website is logged in on YouTube; this occurs regardless of whether the person clicks on a YouTube video or not. If such a transmission of this information to YouTube and Google is not desirable for the data subject, the delivery may be prevented if the data subject logs off from their own YouTube account before a call-up to our website is made.

YouTube's data protection provisions, available at <https://www.google.com/intl/en/policies/privacy/>, provide information about the collection, processing and use of personal data by YouTube and Google.

10. Data protection provisions about the application and use of Vimeo

On this website, the controller has integrated components of Vimeo. Vimeo is an Internet video portal that enables video publishers to set video clips and other users free of charge, which also provides free viewing, review and commenting on them. Vimeo allows you to publish all kinds of videos, so you can access both full movies and TV broadcasts, as well as music videos, trailers, and videos made by users via the Internet portal.

The operating company of Vimeo is Vimeo Inc., 555 West 18th Street, New York, New York 10011, USA.

With each call-up to one of the individual pages of this Internet site, which is operated by the controller and on which a Vimeo component (Vimeo video) was integrated, the Internet browser on the information technology system of the data subject is automatically prompted to download a display of the corresponding Vimeo component. During the course of this technical procedure, Vimeo gains knowledge of what specific sub-page of our website was visited by the data subject.

If the data subject is logged in on Vimeo, Vimeo recognizes with each call-up to a sub-page that contains a Vimeo video, which specific sub-page of our Internet site was visited by the data subject. This information is collected by Vimeo and assigned to the respective Vimeo account of the data subject.

Vimeo will receive information through the Vimeo component that the data subject has visited our website, if the data subject at the time of the call to our website is logged in on Vimeo; this occurs regardless of whether the person clicks on a Vimeo video or not. If such a transmission of this information to Vimeo is not desirable for the data subject, the delivery may be prevented if the data subject logs off from their own Vimeo account before a call-up to our website is made.

Vimeo's data protection provisions, available at <https://vimeo.com/privacy>, provide information about the collection, processing and use of personal data by Vimeo.

11. Statutory or contractual provisions concerning the provision of personal data and the possible consequences of non-provision

Please note that in specific cases (e.g. tax regulations) the provision of personal data is prescribed by law or may result from contractual regulations (e.g. information concerning the contractual partner(s)). For instance, the conclusion of a contract may require the respective person/contractual partner to make available their personal data so that we can process their request (e.g. an order) in the first place. An obligation to provide personal data arises especially when concluding contracts. In such cases, a contract cannot be concluded with the person concerned if no personal data is provided. A data subject may contact our data protection officer or the data controller before providing personal data. The data protection officer or the controller shall then inform the data subject whether the provision of the required personal data is statutorily or contractually stipulated or is necessary for the contract's conclusion, and whether the data subject's concerns give rise to an obligation to provide the personal data or what consequences the failure to provide the requested data will have for the data subject.

12. Existence of an automated decision-making process

As a responsible company, we refrain from automatic decision-making or profiling in our business relations.