

TERMS & CONDITIONS OF THE NEW PRODUCERS ACADEMY (NPA)

These terms and conditions (“Terms”) apply to use of the website NEWPRODUCERSACADEMY.NL (the “Website”) and the services of the New Producers Academy. By using the Website and/or by applying for the Program as defined hereunder, you agree to the Terms.

Article 1 What is the New Producers Academy?

- 1.1 The New Producers academy is an initiative of Stichting Otredad, a non-profit organization supporting non-fiction and fiction producers of color in The Netherlands. (“NPA”, “us” or “we”).
- 1.2 The NPA has set-up a NPA Fellowship scheme (the “Program”) for emerging producers from under-represented communities, who want to tell their own stories. We offer, not only professional development and mentorship with prominent leaders in the world of TV and Film, but funding and networking opportunities to give our New Producers the skills needed for an enduring career in the Dutch film industry.

Article 2 Where can I go with questions?

- 2.1 You can reach us on hello@newproducersacademy.nl. We are registered with the Chamber of Commerce under number 71395660. Our postal address is Pisuissestraat 18, 3034 WK, Rotterdam.

Article 3 What is the content of the programme?

- 3.1 The Program consists of masterclasses by experts and coaching classes by professionals and experts from the industry.
- 3.2 Further information about the fellowship programme can be found on <https://newproducersacademy.nl/fellowship/> Further information can be requested via email at hello@newproducersacademy.nl

Article 4 How can I apply to the Program?

- 4.1 To apply you must finish your application on the. You can fill in your contact details there and upload the required material mentioned in the Website (“Application Material”) which consists of at least the following:
 - a. **Three-minute video;**
We ask for a three-minute video – either in Dutch or in English – to introduce yourself and your motivation for wanting to apply, both within your own career journey and for the Dutch film industry. We want to see that you’re aspiring to an enduring career as a producer.
 - b. **One-page Pitch**
Additionally, we’re looking for a one-page pitch for a chosen film idea, either fiction or non-fiction.
 - c. **A CV/resumé**

We ask our applicants to upload their latest CV. Please, include your full name, address, phone number, email address and relevant work experience including the organization where you worked, the job title, the dates you were employed and a summary of your experience and achievements.

d. A link to previous work(s)

If any work is available, please include a YouTube or Vimeo – including a password, if necessary – to some of your latest work.

- 4.2 Further information about the Application Material can be found on <https://newproducersacademy.nl/fellowship/> Further information can be requested via email at hello@newproducersacademy.nl

Article 5 What are the requirements for the application?

5.1 ENTRY REQUIREMENTS:

1. Applicants have production experience within the wider cultural sector – advertising, theater, and music videos:
2. Applicants are proficient in both English and Dutch:
3. Applicants have an entrepreneurial mindset:
4. Applicants have a basic understanding of the production process in the cultural sector; from pre-production to production and post-production:
5. Applicants are passionate about their career path and have an interesting personal motivation to produce films.

- 5.2 You must agree to these Terms and provide the Application Material.

- 5.3 You must pay a one time application fee of EUR 15 by using the payment button on the Website. This application fee is not refundable.

- 5.4 You can only register if you are at least 18 years or older. If you haven't reached that age yet, you'll need permission from your parents.

- 5.5 The Application Material, including the project plan must be an original work, that has not been derived from other works or project plans and does not infringe on the rights of third parties.

- 5.6 You warrant that the information you provide in your application including the Application material is correct and accurate, and that the Application Material including the project plan has been created by yourself, is not a derivative work of other project plans and does not infringe on the rights of others. If there are any third parties that have rights of claims of intellectual property (e.g. copyright) to the Application Material, you warrant that you have obtained all required rights. You furthermore warrant that you are free to apply for the Program and that you are free to use the Application Material and all parts thereof for the application and that you are free to grant the rights to NPA to use the Application Material for your application as mentioned in these Terms.

Article 6 When will I hear the result of my application?

- 6.1 You will be informed by email whether you have been selected to participate in the competition. The result is expected from the third week of April 2022 onwards. This may be subjected to change.
- 6.2 If you have been selected, you will enter into an agreement with NPA regarding your participation in the Program.
- 6.3 If you have not been selected, we will inform you and provide a summary of the deliberations with regards to your applications. As a general rule, there will be no further communication regarding any rejected application, although we can decide on our own discretion to provide further information. Any decision to provide further information cannot constitute any right to further information, and/or act as a precedent in other applications.

Article 7 What about the rights to the Application Material?

- 7.1 You retain all rights to the Application Material. We will use your application and the Application Material, solely to assess the application by us and our partners. We will delete the Application Material within a reasonable timeframe after your application has been assessed, and you have been informed about the outcome of your application, unless we have come to a different arrangement with you regarding the archiving and/or other use of the Application Material.

Article 8 Are there other special conditions?

- 8.1 The Website is offered "as is". We cannot guarantee the availability of the Website, the error-free nature of the Website or the accuracy of the information on the Website. We therefore accept no liability outside mandatory legal provisions.
- 8.2 We also accept no liability for the consequences of your choice to apply for the Program in the competition, nor for the consequences of the (temporary) unavailability of the Website. Apart from that, we are not liable for indirect or consequential damages, including (directly or indirectly suffered) loss of profit, loss of goodwill or business reputation, or data loss etc.
- 8.3 In the event of force majeure in the broadest sense of the word, including in this context strikes, fire, bad weather conditions, (consequences of) diseases, pandemics and epidemics, quarantines, government measures, etc. NPA has the right to at its own discretion postpone, cancel the event, amend and/or relocate (parts of the) Program, and /or the application to the Program, without any liability.
- 8.4 The Website might contain links to other Websites, including social media sites, and the Website Soundcloud.com. We accept no liability for the content or operation of these Websites of others. For the conditions for the use of these Websites, we would like to refer you to the conditions as included on these Websites.
- 8.5 You indemnify NPA against any liability and resulting damage, of whatever nature, whether or not due to claims of others, including reasonable costs of legal assistance,

as a result of the non-compliance with the warranties referred to in these conditions, including but not limited the warranties regarding the use of the Application Material.

Article 9 General conditions

- 9.1 We use personal data in the context of the competition and on the Website. For more information, please refer to the privacy statement which can be found at: <https://newproducersacademy.nl/privacybeleid/>
- 9.2 If any provision in these Terms conflicts with the texts on the Website or other text of the NPA, the provisions in these Terms shall prevail.
- 9.3 If a provision of these Terms and conditions were to be declared null and void or unenforceable for any reason, this would not affect the rest of the values. All other provisions will then continue to exist.
- 9.4 From time to time, we may, in our sole discretion, decide to make changes to the Website, the Program, the requirements for the application and these Terms. If we make changes, these will be published on the Website. By continuing to use the Website after these changes and or by continuing your application to the competition, you accept these changes and the changed Terms.
- 9.5 All our services, including the Program are exclusively governed by Dutch law. In the event of disputes arising from or in connection with these Terms or the use of the Website, these will initially be submitted exclusively to the court of Amsterdam.

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