



CONTEST TERMS

SHOW YOUR VISION

ARTICLE I – PURPOSE

1.1. The purpose of this agreement is to define the conditions for the creation, reproduction, and representation of the poster (hereinafter “the POSTER”) created by the author (hereinafter “the AUTHOR”), whose exploitation rights are assigned to the *Association Festival International du Film de Biarritz – NOUVELLES VAGUES* (hereinafter “the ASSOCIATION”).

1.2. The POSTER is intended to be used for the promotion and communication of the 4th edition of the Festival (June 23–28, 2026, in Biarritz), as well as for any institutional communication related to the Festival, on all physical or digital media, current or future.

ARTICLE II – CREATION OF THE POSTER

2.1. The ASSOCIATION commissions the AUTHOR to design, produce, and deliver the POSTER, in the following formats and versions: horizontal and vertical, provided in vector, JPG, PDF, and PSD files.

2.2. The POSTER must be delivered in both horizontal and vertical formats.

2.3. The ASSOCIATION may request minor technical adjustments necessary for proper reproduction or adaptation to various communication formats.

2.4. The AUTHOR agrees to make such adjustments within mutually agreed deadlines, without any additional compensation, provided they remain minor.

ARTICLE III – TRANSFER OF RIGHTS

3.1. The AUTHOR assigns to the ASSOCIATION, on an exclusive basis, the economic rights of exploitation of the POSTER, in accordance with Articles L.122-1 and following of the French Intellectual Property Code.

3.2. This assignment is granted for:

- a period of 10 years,
- worldwide,
- and for promotional and institutional purposes related to the Festival.

3.3. The rights assigned include:

- Reproduction rights – to reproduce the POSTER on all media (print, digital, audiovisual, promotional items, etc.);
- Representation rights – to display or communicate the POSTER to the public by any means (exhibitions, billboards, projections, Internet, social networks, etc.);
- Adaptation rights – subject to respect for the AUTHOR's moral rights, to adapt the POSTER to required formats, media, or translations for Festival communication purposes.

3.4. The AUTHOR authorizes the ASSOCIATION to incorporate all or part of the POSTER into its communication materials and to include the Festival's and its partners' logos.

3.5. The AUTHOR retains moral rights to the POSTER, in accordance with Article L.121-1 of the French Intellectual Property Code. Any substantial modification shall require the AUTHOR's prior written consent.

ARTICLE IV – OWNERSHIP OF MATERIALS

4.1. The digital and original files delivered to the ASSOCIATION become its material property.

4.2. The ASSOCIATION may only transfer the rights to third parties for purposes strictly related to the Festival's communication.

ARTICLE V – FINANCIAL TERMS

5.1. In consideration for the creation of the POSTER and the assignment of rights, the ASSOCIATION shall pay the AUTHOR a lump-sum remuneration of €4,000 (including all taxes).

5.2. Payment shall be made as follows:

- 50% upon signature of the contract,
- 50% upon delivery of the final POSTER.

5.3. This remuneration covers all rights assigned under the present agreement.

ARTICLE VI – IMAGE AND COMMUNICATION

6.1. The AUTHOR authorizes the ASSOCIATION to use their name, image, and short biography in communication materials relating to the Festival and the POSTER.

6.2. This authorization is granted free of charge, worldwide, and for the duration of the present agreement.

ARTICLE VII – WARRANTIES

7.1. The AUTHOR warrants that they are the sole holder of all rights to the POSTER and that it does not contain any elements infringing upon the rights of third parties.

7.2. The AUTHOR agrees to indemnify and hold harmless the ASSOCIATION against any claims or legal actions arising from such infringements.

ARTICLE VIII – GOVERNING LAW AND JURISDICTION

8.1. This agreement shall be governed by and construed in accordance with French law.

8.2. Any dispute relating to its interpretation or performance shall be submitted to the exclusive jurisdiction of the courts of Bayonne (France).