

## Altitude Film Festival REGULATION

### A. INITIATIVE

1. Transportes Aéreos Portugueses, S.A., which also uses the commercial name TAP Air Portugal, a company incorporated as a public limited company, with registered office at Edifício 25 of Lisbon Airport, 1700-008 Lisbon, parish of Olivais, municipality of Lisbon, Portugal, with share capital of €656,600,000.00, registered at Lisbon's Commercial Registry Office under the unique registration and legal entity number 500 278 725 ("TAP") launched on 06/10/2024 an action called *Altitude Film Festival* ("Festival") which will have its 2nd edition in 2025.

The Festival aims to give creators from all corners of the world the opportunity to compete for the chance to see their movies shown in one of the largest cinemas in Portugal: TAP's in-flight entertainment system. This entertainment system is available on the A330-900neo and A321LRneo aircraft, on flights whose destination is the Americas (Brazil, the United States of America, Canada and Venezuela), Africa (Luanda, Maputo and São Tomé) and also on some flights in Europe.

2. The Festival is intended for participants who meet the requirements included in the Terms and Conditions of these Regulations ("Participants").
3. By taking part in this Festival, the Participant agrees to these Regulations and accepts to be bound by them, including all their Terms and Conditions.

### B. PARTICIPANTS

4. The Festival is a TAP initiative, aimed at all Participants (as long as they are not excluded under the terms of these Regulations).
5. TAP group employees and their immediate family members are not eligible as Participants.
6. All those who meet the following conditions will be eligible as Participants in the Festival:
  - a. comply with these terms and conditions;
  - b. are of legal age and have full legal capacity;
  - c. are producers, directors, distributors and/or film agencies.
7. TAP reserves the right to exclude from the Festival, without prior notice, all Participants who do not comply with the terms of these Regulations and who:

- (i) assume the identity or use the work of other people (with or without their consent);
- (ii) present false, inaccurate or incomplete data;
- (iii) try to change the rules and spirit of the Festival;
- (iv) attempt to defraud, hinder, alter or render useless the proper functioning and normal course of the Festival.

### C. REGISTRATIONS

8. Movie entries will only be considered if they meet the eligibility criteria set out in these Regulations and are submitted by the rights holders (producers, directors, distributors and/or agencies authorized for this purpose).
9. The submission period for the Festival takes place from 05/01/2025 to 05/31/2025.
10. Registration is subject to a submission fee of 10 (ten) USD which must be paid through the FilmFreeWay platform.
11. Each Participant may submit up to 2 (two) movies for each of the following categories:
  - (i) Fiction;
  - (ii) Documentary.
12. Movies must be registered on the FilmFreeWay platform, via the <https://filmfreeway.com/AltitudeFilmFestival> website, where the Participant must register and submit the movie. Participants must follow all suggested steps and procedures. The costs associated with the use of the FilmFreeway digital platform are the responsibility of the user (Participant). Also of the Participant's responsibility is the filling of all data requested to complete the registration.
13. Each application must be accompanied by the following materials:
  - (i) Copy of the movie, with the nomenclature "MOVIE TITLE\_NAME" (mp4 file, h264 codec, Bit rate - 16000 bits/s) – without subtitles;
  - (ii) SRT file with subtitles (in English and/or Portuguese);
  - (iii) Two images (stills) from the movie;
  - (iv) Print quality poster (300 dpi);
  - (v) Transfer of Rights Declaration (see attached);
  - (vi) Proof of copyright ownership.

#### D. MOVIE ELIGIBILITY CRITERIA

14. Movies with dialogues in a language other than Portuguese must be submitted with subtitles in Portuguese and English.
15. All elements present in the movies that were not originally produced by the Participant (namely soundtrack, archive images, graphics, among others) must be in the public domain or there must be a guarantee that the authors authorized their use. If not, the movie will be withdrawn from the competition and the Festival. TAP is not responsible for any disputes regarding the use of music tracks or any elements protected by copyright that have been used without express authorization. Obtaining the authorizations is of the sole responsibility of the Participant who submitted the movie application, this is in accordance with clause H of these regulations.
16. When a Participant submits a movie, they transfer the rights to use the submission to the Festival, specifically, the right to show the movie in public, whether in whole or in part. This also applies to the photographs/images provided for the Festival. All usage transfers mentioned above must be valid internationally.
17. All movies in competition must also meet the following eligibility criteria:
  - (i) Have been completed between **March 1st, 2024 and April 30th, 2025**;
  - (ii) The maximum duration (including end credits) must not exceed **30 (thirty) minutes**;
  - (iii) **Part of the movie must be shot in Portuguese territory and/or focus on Portuguese culture**;
  - (iv) Pilots/episodes of series, excerpts from feature films, music videos or advertising/institutional movies will not be accepted;
  - (v) The movies have to be original.

#### E. FINAL LISTING

18. Movies that meet the eligibility and submission criteria, including those mentioned in paragraph 4 and subsequent paragraphs, will be automatically included in the final list of movies submitted to the evaluation process.

#### F. SELECTION AND VOTING

19. The movies submitted in the final list and considered valid will be subject to a pre-selection made by the committee designated by TAP for this purpose, according to the following criteria:

- (i) Assessment criteria for the Fiction category: fictional narrative taking into account all aspects of production, such as script, direction, acting and production.
  - (ii) Evaluation criteria for the Documentary category: approach, authenticity, relevance and impact.
20. From this initial selection, a reduced list of movies will be chosen and will be submitted for final evaluation by the jury.
  21. Regardless of the number of movies submitted per category, the selection committee reserves the right not to shortlist any of the movies submitted for competition in categories that it concludes to not contain works that satisfy the criteria deemed to be appropriate.
  22. For each category, TAP will designate a group of judges responsible for watching and selecting the finalists within the respective category.
  23. The shortlisted movies will be evaluated by the jury until July 24th, 2025, and the finalists will be notified via email by July 28th, 2025. The decisions of the jury and the Festival organization are final and are not subject to any administrative or legal appeal.
  24. The 10 (ten) finalist movies resulting from the jury's evaluation will be placed on TAP's on-board entertainment system for viewing and voting by passengers during the month of October 2025.
  25. The winners are determined based on 2 (two) evaluation moments:
    - (i) 40% (forty percent) of the final score will be obtained by the voting of the Festival's official jury;
    - (ii) 60% (sixty percent) of the final score will be obtained by voting among passengers traveling on TAP planes with on-board entertainment systems, through a survey on the entertainment platform.
  26. The winners will be announced at an event to be held on World Cinema Day - November 5th, 2025 - in Lisbon, at a location to be announced in due course.

## G. WINNERS

27. The movies that receive the most votes, based on the criteria mentioned above, will be considered winners in their respective category:
  - Best Fiction Movie;
  - Best Documentary.
28. The winners of each category will receive the following prizes:

- Grand Prize for Best Fiction Movie: a travel grant worth 1500 Euros.
  - Grand Prize for Best Documentary: a travel grant worth 1500 Euros.
29. Prizes cannot be exchanged for cash.
30. Trips may only be used on TAP flights, within 1 (one) year from the date of delivery of the prizes, outside the following blackout periods:
- (i) Christmas and New Year – from December 15, 2025 to January 11, 2026;
  - (ii) Carnival – from February 9 to February 28, 2026;
  - (iii) Easter – from March 27 to April 12, 2026;
  - (iv) Summer – from July 1 to September 15, 2026.
31. The remaining finalists in each category will be awarded a participation prize.

#### **H. INTELLECTUAL PROPERTY RIGHTS AND LIABILITY**

32. Participants retain all intellectual property rights to their movies.
33. By submitting a work to the Festival, the Participant grants TAP, free of charge, a non-exclusive, worldwide and temporary license, with a duration of 1 (one) year from the end of the Festival, to:
- 33.1. Display the work on TAP's onboard entertainment system;
  - 33.2. Use excerpts, images, posters and other promotional materials from the work to promote the Festival and the TAP brand, including on social media, digital media, the press and other institutional communication channels;
  - 33.3. Display the work publicly at the Festival awards ceremony.
34. TAP undertakes to identify, whenever reasonably possible, the name of the author or holder of the rights to the work in public exhibitions or institutional communications in which the work in question is used.
35. TAP does not acquire any intellectual property rights over the submitted works, except for the right to use them under the terms and for the purposes indicated above.
36. The Participant declares and guarantees that they hold all necessary rights (including copyright, related rights, image and sound rights) for the registration and exhibition of the work within the scope of the Festival.
37. The Participant assumes full responsibility for any infringements of copyright or other third party rights relating to the submitted work, including, but not limited to, audiovisual, musical, and graphic content, images or any other elements included in the work.

38. TAP declines any responsibility for disputes arising from alleged infringements committed by the Participants, who are solely liable to any third parties, including collective management entities or rights holders.
39. If TAP is the target of any claim, judicial or extrajudicial procedure, or is found guilty in court in connection with the use of the submitted works, due to violation of copyright or other third party rights, the Participant undertakes to fully reimburse TAP for all costs, expenses, compensations, fines or amounts paid, including legal fees and court costs.

## **I. PRIVACY AND PERSONAL INFORMATION**

40. Participants acknowledge that providing data is necessary and mandatory for the purposes of participating in the Festival and delivery of prizes.
41. Participants can check TAP's privacy policy at [www.flytap.com/privacy](http://www.flytap.com/privacy).
42. TAP is not responsible for any inaccuracy in the data provided by the Participants, which results in the cancellation of participation in the Festival.
43. The personal data provided by the Participants will be used exclusively for the purposes of the Festival and awarding of Prizes.
44. Within the scope of the Festival, and whenever the Participant provides personal data, the data will be processed by TAP, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and Law No. 58/2019, of August 8. Participants authorize the personal data provided to be collected and included in a file held by TAP, as data controller (which may be communicated to administrative service providers), for the purpose of participating in the Festival, contacting and delivering the Prizes to Participants. TAP guarantees the safety of the above mentioned data.
45. Any omission and/or inaccuracy in the data provided by Participants will be their sole and entire responsibility. Under Law No. 58/2019, of August 8, the holder of personal data is guaranteed the right to access, update, rectify or delete their personal data at any time, as well as to exercise the right to object to the use of data for any direct marketing purposes. To do so, contact TAP at the following email: [inflightproduct.ifec@tap.pt](mailto:inflightproduct.ifec@tap.pt).

## **J. FINAL NOTES**

46. Movies nominated and awarded at the Festival may request the Festival logo for promotional purposes on posters, teasers, trailers, movie credits or other movie

presentation materials by sending an email to [inflightproduct.ifec@tap.pt](mailto:inflightproduct.ifec@tap.pt). The word “NOMINEE” or “WINNER” will be added to the logo provided, as applicable.

47. It is not permitted to tamper with the original format of the provided logo, and only its color may be changed if necessary.
48. TAP reserves the right to change, suspend or cancel the Festival, in situations of force majeure and beyond its control, without this implying any liability towards the Participants or granting them the right to any compensation.
49. TAP will hold the rights to display the content on the on-board entertainment system, as well as on other digital channels, for up to 1 (one) year after the end of the Festival.
50. The Festival reserves the right to use all sound and image recordings made during the final event of the Festival for advertising purposes in any media deemed appropriate by the Festival.
51. By submitting a movie entry to the Festival, the Participant accepts these Regulations and all its rules, and the Participant is entirely responsible for any damages to their own rights or those of third parties, whether or not caused by the use of their entry or by providing false information.
52. TAP is not responsible in the event of:
  - (i) Loss, damage, theft, delay or any other circumstances inflicted by third parties that may affect participation in the Festival or the delivery of Prizes.
  - (ii) Any damage or loss resulting from participating in the Festival or the awarding, acceptance, use and/or rejection of the prizes awarded.
  - (iii) Lost, late, invalid or corrupted registrations, which will not be considered for the purpose of participating in the Festival.
  - (iv) Incomplete or defective electronic exchanges, as well as technical difficulties of any kind, including, but not limited to, malfunction of the machine or any network, hardware and/or software, and unavailability of an Internet connection or communication between services.
  - (v) Any external or additional expenses needed to enjoy the prizes.
53. The exclusive place of jurisdiction for any disputes arising from or related to this regulation will be Lisbon. The personal data provided will not be disclosed or transferred to third parties.
54. The Festival Regulation is published in Portuguese and in English. In case of doubt, the Portuguese version prevails.

55. TAP reserves the right to change these Regulations without prior notice, with the new rules coming into force immediately after their publication.
56. If you have any questions about the Festival that you would like to see resolved privately or would like to make a suggestion, please send us an email to [inflightproduct.ifec@tap.pt](mailto:inflightproduct.ifec@tap.pt).
57. The Festival and these Regulations are governed by Portuguese law. To resolve any issue arising from this Regulation or any discrepancy, omission or other issue that arises between the parties, arising from the execution, interpretation or application of this Action, the same shall be submitted to the Judicial Court of the District of Lisbon.



## ATTACHMENT

### Declaration of Transfer of Rights

I, \_\_\_\_\_, acting on my own behalf or on behalf of the production company \_\_\_\_\_, headquartered at \_\_\_\_\_ street, number \_\_\_\_\_, \_\_\_\_\_ floor, postal code \_\_\_\_\_ and with NIF \_\_\_\_\_, hereby declare that I hold the necessary rights to participate in the TAP Film Festival called *Altitude Film Festival* ("Festival") with the work described below ("Work").

I hereby authorize Transportes Aéreos Portugueses, S.A. ("TAP") to use, within the scope and for the purposes of the Altitude Film Festival, my copyright and related rights relating to the works submitted by me. This authorization covers, in particular, the use of excerpts from the work(s), original songs, images (stills), posters and other materials sent, in promotional materials for the Festival, as well as on TAP's social networks and institutional platforms.

I also authorize the phonographic and video recording of the work, both sound or visual broadcasting, by any means, including in particular the public exhibition of the work/s at the official awards ceremony, as well as on TAP's on-board entertainment system until November 2026, 1 year after the end of the Festival, if it is a finalist and/or winner.

9

I further declare that I have read and fully accept the terms and conditions contained in the Altitude Film Festival Regulations, and take responsibility for any violations of third party rights arising from the registration and participation of the Work in the Festival.

**This document must be signed and sent digitally together with the Work and the remaining materials requested in the regulations.**

**Work Title**

**Year of production**

**Director**

**Release Date**

Category in which it competes:

- ☐ Fiction
- ☐ Documentary

I declare that I have read and accept the contents of this document,

Date \_\_/\_\_/\_\_