

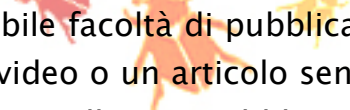


0. Riassunto

A. L'Utente cede ad Arrivano i Corti per il mondo intero e per il massimo periodo di tempo consentito dalla vigente normativa in materia di diritto d'autore, il diritto di utilizzare e diffondere l'Opera sul Sito alle condizioni di seguito stabilite, anche mediante cessioni o licenze totali o parziali a terzi, senza necessità di alcuna ulteriore autorizzazione da parte dell'Utente, intendendosi ogni necessario consenso qui espresso.

In breve:

- 1) devi possedere diritti o autorizzazioni su qualsiasi parte dell'opera che vuoi vedere sul sito, entro i limiti di un utilizzo corretto (leggi nella nota finale di questo documento cos'è il "fair use");
- 2) devi esser maggiorenne (o trovare un adulto che ti rappresenti) e garantire che l'opera non risulti offensiva o violi il senso morale comune;
- 3) **se lo specifichi, permetti ad Arrivano i Corti di pubblicare la tua opera (il video per intero o un trailer) sul sito www.arrivanoicorti.it (questo non è vincolante per la partecipazione al festival, riguarda solamente il sito internet);**
- 4) **se lo specifichi, permetti ad Arrivano i Corti di pubblicare la tua opera (il video per intero o un trailer) anche su siti di progetti correlati e su altri siti di distribuzione video (come ad esempio YouTube, Google Video, Revver, Myspace, AtomFilms...) al fine di ampliare la diffusione delle Opere ritenute meritevoli (questo non è vincolante per la partecipazione al festival, riguarda solamente il sito internet);**
- 5) permetti ad Arrivano i Corti di utilizzare eventualmente la tua opera o estratti di essa per proiezioni, pubblicità, archiviazione e documentazione delle attività svolte;
- 6) gli utenti iscritti potranno inviare oltre ai video contenuti testuali (articoli/recensioni) che verranno moderati in maniera insindacabile prima di esser pubblicati sul sito www.arrivanoicorti.it; un utente potrà esser eliminato senza preavviso in caso di comportamenti scorretti o offensivi;

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- 7) Arrivano i Corti ha libera, discrezionale e insindacabile facoltà di pubblicare l'Opera sul Sito; Arrivano i Corti può cancellare un video o un articolo senza preavviso; Arrivano i Corti mantiene i video, anche quelli non pubblicati o cancellati, in un archivio;
 - 8) Arrivano i Corti non supporta alcuna delle opinioni espresse nel materiale inviato dagli utenti;
 - 9) Arrivano i Corti avviserà gli utenti iscritti ogni qualvolta verranno apportate modifiche ai termini e condizioni di licenza.

B. Pubblicazione su internet delle opere complete o dei trailers

L'Utente dichiara e garantisce che l'Opera:

- a) non contiene immagini lesive dell'immagine altrui; e
- b) non contiene immagini che riproducono l'immagine di terzi, senza una specifica autorizzazione in tal senso; e
- c) non è costituito da immagini e/o testi a contenuto pedopornografico; e
- d) non è costituito da immagini e/o testi a contenuto violento, osceno, razzista e diffamatorio; e
- e) non contiene messaggi pubblicitari diretti, indiretti o subliminali; e
- f) è originale e non viola diritti (d'autore, ivi compresi i diritti connessi) di terzi; e
- g) non veicola messaggi contrari all'ordine pubblico.

L'Utente dichiara e garantisce altresì:

- a) di non aver concesso a terzi diritti in contrasto con i diritti di cui alla presente licenza; e
- b) di avere ottenuto tutte le irrevocabili, autorizzazioni scritte (dotate delle caratteristiche di cui all'art. 1.1: per il mondo intero, in perpetuo e in esclusiva) da parte degli eventuali coautori dell'Opera, nonché, le irrevocabili autorizzazioni (dotate delle predette caratteristiche) da parte degli eventuali artisti e/o interpreti esecutori.

L'Utente manleva e tiene indenne Arrivano i Corti nonché i soggetti ad esso collegati o da esso controllati, i suoi rappresentanti e collaboratori, da ogni azione e domanda, danno o pregiudizio rispettivamente promosse o subiti dai terzi, direttamente o indirettamente, derivanti dalla, o conseguenti alla, violazione dei precedenti articoli. E' fatto salvo il risarcimento dei danni subiti da Arrivano i

Corti, che è ex-lege a carico dell'Utente. La predetta manleva si estende alle spese legali eventualmente sostenute da Arrivano i Corti.



L'Utente, in seguito a suo espresso consenso, permette ad Arrivano i Corti di:

a) Riprodurre con qualsiasi procedimento, comunicare, trasmettere e/o diffondere l'Opera, in tutto o in parte, attraverso Internet e/o attraverso qualunque rete di comunicazione elettronica e/o con qualsiasi mezzo e sistema di diffusione a distanza attualmente conosciuto (quali a mero titolo esemplificativo Wap, Umts, Iptv, Dsl, ecc.) o inventato in futuro attraverso cui possono essere veicolati i siti internet, utilizzando qualsiasi protocollo di comunicazione e/o formato di compressione audio e/o video attualmente conosciuto (Mp3, Podcast, Mov, Flv, Wma, Mpeg, Avi, Jpeg etc.) o di futura invenzione e per qualsiasi modalità di fruizione attualmente conosciuta (quali a titolo esemplificativo streaming, Video on Demand, Podcast ecc.) o di futura invenzione;

b) Usare estratti o elaborare l'Opera e di conservarla in archivi;

c) Pubblicare eventualmente tali contenuti su altri siti e comunità di distribuzione video (quali ad esempio YouTube, Google Video, Revver, Myspace, AtomFilms) all'interno del proprio canale tematico a scopi promozionali e di documentazione delle attività svolte durante il Festival.



1. Your Acceptance

A. By using and/or visiting this website (collectively, including all content and functionality available through the Arrivanoicorti.it domain name, the "Arrivano I Corti Website", or "Website"), you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) Arrivano i Corti's privacy notice, incorporated here by reference, and (3) Arrivano i Corti's Community Guidelines, also incorporated here by reference. If you do not agree to any of these terms, the Arrivano i Corti privacy notice, or the Community Guidelines, please do not use the Arrivano i Corti Website.

B. Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version. Arrivano i Corti may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

2. Arrivano i Corti Website

A. These Terms of Service apply to all users of the Arrivano i Corti Website, including users who are also contributors of video content, information, articles, and other materials or services on the Website.

B. The Arrivano i Corti Website may contain links to third party websites that are not owned or controlled by Arrivano i Corti. Arrivano i Corti has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Arrivano i Corti will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve Arrivano i Corti from any and all liability arising from your use of any third-party website.



C. Accordingly, we encourage you to be aware when you leave the Arrivano i Corti Website and to read the terms and conditions and privacy policy of each other website that you visit.

3. Arrivano i Corti Accounts

A. In order to access some features of the Website, you will have to create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Arrivano i Corti immediately of any breach of security or unauthorized use of your account.

B. Although Arrivano i Corti will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Arrivano i Corti or others due to such unauthorized use.

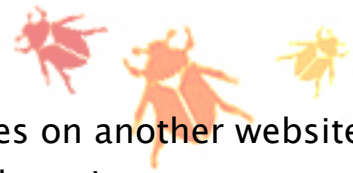
4. General Use of the Website – Permissions and Restrictions

Arrivano i Corti hereby grants you permission to access and use the Website as set forth in these Terms of Service, provided that:

A. You agree not to distribute in any medium any part of the Website, including but not limited to User Submissions (defined below), without Arrivano i Corti 's prior written authorization.

B. You agree not to alter or modify or hack any part of the Website, including but not limited to any of its related technologies.

C. You agree not to use the Website, without the prior written authorization of Arrivano i Corti. Prohibited commercial uses include any of the following actions taken without Arrivano i Corti's express approval:

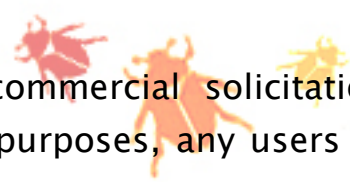


- * sale of access to the Website or its related services on another website;
- * use of the Website or its related services for the primary purpose of gaining advertising or subscription revenue;
- * the sale of advertising, on the Arrivano i Corti website or any third-party website, targeted to the content of specific User Submissions or Arrivano i Corti content;
- * and any use of the Website or its related services that Arrivano i Corti finds, in its sole discretion, to use Arrivano i Corti's resources or User Submissions with the effect of competing with or displacing the market for Arrivano i Corti.

E. Prohibited commercial uses do not include:

- * uploading an original video to Arrivano i Corti to promote your business or artistic enterprise;
- * showing Arrivano i Corti videos on a blog or website, provided the primary purpose of using the Embeddable Player is not to gain advertising revenue or compete with Arrivano i Corti.

F. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the Arrivano i Corti servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Arrivano i Corti grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Arrivano i Corti reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided



by the Website (e.g. comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions.

G. In your use of the website, you will otherwise comply with the terms and conditions of these Terms of Service, Arrivano i Corti Community Guidelines, and all applicable local, national, and international laws and regulations.

H. Arrivano i Corti reserves the right to discontinue any aspect of the Website at any time.

5. Your Use of Content on the Site

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of content on the Arrivano i Corti Website.

A. The content on the Website, except all User Submissions (as defined below), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Arrivano i Corti, subject to copyright and other intellectual property rights under the law. Content on the Website is provided to you AS IS for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Arrivano i Corti reserves all rights not expressly granted in and to the Website and the Content.

B. You may access User Submissions solely:

* for your information and personal use;



* as intended through the normal functionality of the Arrivano i Corti Service; and

* for Streaming.

"Streaming" means a contemporaneous digital transmission of an audiovisual work via the Internet from the Arrivano i Corti Service to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user. Accessing User Videos for any purpose or in any manner other than Streaming is expressly prohibited. User Videos are made available "as is".

C. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website for any commercial purposes.

D. You agree not to circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein.

E. You understand that when using the Website, you will be exposed to User Submissions from a variety of sources, and that Arrivano i Corti is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Arrivano i Corti with respect thereto, and agree to indemnify and hold Arrivano i Corti, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.



6. Your User Submissions and Conduct

A. As a Arrivano i Corti account holder you may submit video content ("User Videos") and textual content ("User Comments"). User Videos and User Comments are collectively referred to as "User Submissions." You understand that whether or not such User Submissions are published, Arrivano i Corti does not guarantee any confidentiality with respect to any User Submissions.

B. For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting User Submissions to Arrivano i Corti, you hereby grant Arrivano i Corti a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Arrivano i Corti Website and Arrivano i Corti's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Arrivano i Corti Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Arrivano i Corti Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service. The above licenses granted by you in User Videos terminate when you remove or delete your User Videos from the Arrivano i Corti Service. You understand and agree, however, that Arrivano i Corti may retain, but not display, distribute, or perform, server copies of User Submissions that have been removed or deleted. The above licenses granted by you in User Comments are perpetual and irrevocable.

D. In connection with User Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from



their rightful owner to post the material and to grant Arrivano i Corti all of the license rights granted herein.

E. Arrivano i Corti does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Arrivano i Corti expressly disclaims any and all liability in connection with User Submissions. Arrivano i Corti does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and Arrivano i Corti will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. Arrivano i Corti reserves the right to remove Content and User Submissions without prior notice.


7. Account Termination Policy

A. Arrivano i Corti will terminate a User's access to its Website if, under appropriate circumstances, they are determined to be a repeat infringer.

B. Arrivano i Corti reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. Arrivano i Corti may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

8. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE ARRIVANO I CORTI WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, ARRIVANO I CORTI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. ARRIVANO I CORTI MAKES NO



WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE ARRIVANO I CORTI WEBSITE. ARRIVANO I CORTI DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE ARRIVANO I CORTI WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND ARRIVANO I CORTI WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

9. Indemnity

You agree to defend, indemnify and hold harmless Arrivano i Corti, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any



term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Arrivano i Corti Website.

10. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Arrivano i Corti Website is not intended for children under 13. If you are under 13 years of age, then please do not use the Arrivano i Corti Website. There are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

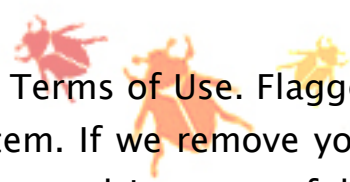
11. Arrivano i Corti Community Guidelines

A. Respect the Arrivano i Corti Community

We're not asking for the kind of respect reserved for nuns, the elderly, and brain surgeons. We mean don't abuse the site. Every cool new community feature on Arrivano i Corti involves a certain level of trust. We trust you to be responsible, and millions of users respect that trust, so please be one of them.

B. We Review Videos Flagged As Inappropriate

Okay, this one is more about us than you. When a user sends us an email to suggest a video moderation, that video gets flagged as inappropriate: we



review the video to determine whether it violates our Terms of Use. Flagged videos are not automatically taken down by the system. If we remove your video after reviewing it, you can assume that we removed it purposefully, and you should take our warning notification seriously. Take a deep breath, read our Terms of Use and try to see it from our perspective. If you find other videos on Arrivano i Corti with the same violations, please flag them so we can review them as well!

C. Don't Cross the Line

Here are some common-sense rules that will help you steer clear of trouble:

- * Arrivano i Corti is not for pornography or sexually explicit content. If this describes your video, even if it's a video of yourself, don't post it on Arrivano i Corti. Also, be advised that we work closely with law enforcement and we report child exploitation. Please read our Safety Tips and stay safe on Arrivano i Corti.

- * Don't post videos showing bad stuff like animal abuse, drug abuse, or bomb making.

- * Graphic or gratuitous violence is not allowed. If your video shows someone getting hurt, attacked, or humiliated, don't post it.

- * Arrivano i Corti is not a shock site. Don't post gross-out videos of accidents, dead bodies and similar things.

- * Respect copyright. Only upload videos that you made or that you have obtained the rights to use. This means don't upload videos you didn't make, or use content in your videos that someone else owns the copyright to, such as music tracks, snippets of copyrighted programs, or videos made by other users, without their permission. Read our Copyright Tips for more information.

- * We encourage free speech and defend everyone's right to express unpopular points of view. But we don't permit hate speech, which is content intended to attack or demean a particular gender, sexual orientation, race, religion, ethnic origin, veteran status, color, age, disability or nationality.

