

Altitude Film Festival

REGULATION

A. INITIATIVE

1. Transportes Aéreos Portugueses, S.A., which also uses the commercial name TAP Air Portugal, a company incorporated in the form of a public limited company, with its headquarters at Edifício 25 of Lisbon Airport, 1700-008 Lisbon, parish of Olivais, municipality of Lisbon, Portugal, with the share capital of €980,000,000.00, of which €637,000,000.00 is realized, which had the negative equity of €516,728,130.00 according to the last approved balance sheet, registered at the Commercial Registry Office of Lisbon under the unique registration and legal person number 500 278 725 (“TAP”) will launch, on 06/10/2024 an action called *Altitude Film Festival* (“Festival”).
2. The Festival aims to give creators from all corners of the world the opportunity to compete for the opportunity to see their movies shown in one of the largest cinemas in Portugal: TAP's onboard entertainment system. This entertainment system is available on A330-900neo and A321LRneo airplanes, on flights to the Americas (Brazil, United States, Canada and Venezuela), Africa (Luanda, Maputo and São Tomé) and also on some flights in Europe. The expected number of customers in 2024, on the aforementioned devices, is 4 million and 600 thousand passengers.
3. The Festival is aimed at participants who comply with the Terms and Conditions of this Regulation (“Participants”).
4. By participating in this Festival, the Participant agrees to this Regulation and agrees to be bound by it, including all of its Terms and Conditions.

1

B. PARTICIPANTS

5. The Festival is a TAP initiative, aimed at all Participants (as long as they are not excluded under the terms of this Regulation).
6. TAP Group employees and their immediate family members are not eligible as Participants.
7. All those who meet the following conditions will be eligible as Festival Participants:
 - 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.
8. TAP reserves the right to exclude from the Festival, without prior notice, all Participants who do not comply with the terms of this Regulation 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

- 9. Only movie submissions that meet the eligibility criteria of this Regulation and which are submitted by the holders of the rights to them (producers, directors, distributors and/or agencies authorized for this purpose) will be considered.
- 10. The movie submission period for the Festival runs between 06/10/2024 and 06/30/2024.
- 11. The submission is free.
- 12. Each Participant may submit up to two movies for each of the following categories:
 - (i) Fiction;
 - (ii) Documentary.
- 13. The movies must be submitted 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, and so is filling all the data requested to complete the registration.
- 14. 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

- 15. Movies with dialogues in languages other than Portuguese must be sent with subtitles in Portuguese and English.
- 16. All elements present in the movies that were not originally produced for them (namely soundtrack, archive images, graphics, among others) must be in the public domain or there must be a guarantee that the movie authors were authorized to use them. Otherwise, the movie will be removed from the competition. TAP is not responsible for any disputes regarding the use of musical tracks or any elements

protected by copyright that have been used without express authorization, this is the sole responsibility of the person who submits the movie application.

17. When a participant submits a movie, they transfer the rights to use the entry 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 to the Festival. All usage transfers mentioned above must be valid internationally.
18. All movies that participate in the competition must also meet the following eligibility criteria:
 - (i) Were released between January 1st, 2021 and March 1st, 2024;
 - (ii) The maximum duration (including final credits) does not exceed 30 minutes;
 - (iii) Part of the movie must be shot in Portuguese territory and/or focus on Portuguese culture; TAP may request proof of filming location.
 - (iv) Pilots/episodes of series, excerpts from feature films, music videos or advertising/institutional movies will not be accepted;
 - (v) The movies must be original.

19. **FINAL LISTING**

19. Movies that meet the eligibility and registration criteria, including those mentioned in paragraph 12 et seq, will automatically be included in the final list of movies submitted to the voting process.
20. Only the first 50 movies in each category that are received by TAP through the FilmFreeWay platform will be considered valid.

3

F. SELECTION AND VOTING

21. 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.
22. Regardless of the number of movies presented per category, the selection committee reserves the right not to pre-select any of the movies presented, in any of the categories, if it concludes that the required criteria is not met.

23. For each category, TAP will designate a set of judges responsible for viewing and selecting the finalists within the respective category.
24. The movies entered into the competition will be evaluated until July 22, 2024 and the finalists will be notified via email by July 25, 2024. The decisions made by the jury and the Festival organization are final and are not subject to any administrative or legal appeal.
25. The 10 finalist movies will be placed on TAP's in-flight entertainment system for viewing and voting by passengers during the month of October, 2024.
26. Winners are determined based on 2 moments of evaluation:
 - (i) 40% of the final score will be obtained through the votes of the official Festival jury;
 - (ii) 60% of the final score will be obtained based on the voting cast by passengers traveling on TAP airplanes with an in-flight entertainment system. For this, a survey will be provided on the entertainment platform.
27. The winners' results will be announced at an event taking place on the World Cinema Day - November 5th, 2024 - in Lisbon, at a location to be announced in due course.

G. WINNERS

4

28. The movies that receive the highest votes, based on the criteria mentioned above, will be considered winners in their respective categories:
 - Best Fiction Movie
 - Best Documentary
29. The winners of each category will receive the following prizes:
 - Grand Prize for Best Fiction Movie: a travel grant worth 3000 Euros.
 - Grand Prize for Best Documentary: a travel grant worth 3000 Euros.
30. Prizes cannot be exchanged for cash.
31. Trips can only be used on TAP flights, within 1 year from the award date, outside the following blackout periods:
 - (i) Christmas and New Year – from December 14, 2024 to January 14, 2025;
 - (ii) Carnival – from February 28th to March 10th, 2025;
 - (iii) Easter – from April 11th to 27th, 2025;
 - (iv) Summer – from July 1st to September 15th, 2025.
32. The remaining finalists in each category will be awarded a participation prize.

H. PRIVACY AND PERSONAL INFORMATION

33. Participants accept that the provision of data is necessary and mandatory for the purpose of Participating in the Festival and delivery of prizes.
34. Participants can consult TAP's privacy policy at www.flytap.com/privacy.
35. TAP is not responsible for any inaccuracy in the data provided by the Participants, which results in the cancellation of their participation in the Festival.
36. The personal data provided by the Participants will be used exclusively for the purposes of the Festival and awarding of Prizes.
37. Within the scope of this Festival, and whenever the Participant provides personal data, that same 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 8th. Participants authorize the personal data provided to be collected and included in a TAP file. TAP is responsible for processing the data in question (it may be shared with administrative service providers) for the purpose of participation in the Festival, contact and delivery of Prizes to Participants. TAP guarantees its safety.
38. The omission and/or inaccuracy of the data provided by the Participants is their sole and entire responsibility. Under Law No. 58/2019, of August 8th, it is guaranteed to the holder of personal data 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 via email: inflightproduct.ifec@tap.pt.

I. FINAL NOTES

39. Movies nominated and awarded at the Festival may request the Festival logo for promotional purposes on posters, teasers, trailers, film credits or other presentation materials by sending an email to inflightproduct.ifec@tap.pt. The word "NOMINATED" or "WINNER" will be added to the logo provided, depending on the case.
40. It is not permitted to tamper with the original format of the provided logo, and only its color may be changed if necessary.
41. TAP reserves the right to change, suspend or cancel the Festival, in situations of force majeure and beyond its control, without this implying any responsibility towards the Participants or giving them the right to any compensation.
42. TAP will hold the rights to display the content on the onboard entertainment system, as well as on other digital channels, for up to 1 year after the end of the Festival.

43. The Festival reserves the right to use all sound and image recordings made during the Festival's final event for advertising purposes in any means of dissemination deemed appropriate by the Festival.
44. By submitting a movie registration to the Festival, the Participant accepts this Regulation and all its rules, furthermore, the participant is solely responsible for any damage to their own rights or those of third parties, whether or not caused by the use of their entry or by providing false information.
45. 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.
46. 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.
47. The Festival Regulation is published in Portuguese and in English. In case of doubt, the Portuguese version prevails.
48. TAP reserves the right to change this Regulation without the need for prior notice, with the new rules coming into force immediately after their publication.
49. If you have any questions about the Festival that you would like to resolve privately or if you wish to make a suggestion, please send us an email to inflightproduct.ifec@tap.pt.
50. The Festival and this Regulation 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

Transfer of Rights Declaration

I, _____-_____, acting on my own behalf or on behalf of the _____ production company, headquartered at _____, number____, floor ____, postal code _____ and with tax identification number _____, hereby declare that I hold the rights to the work described below (“Work”) that are needed to participate in the TAP Cinema Festival entitled *Altitude Film Festival* (“Festival”).

Furthermore, I hereby give authorization to Transportes Aéreos Portugueses, S.A. (“TAP”) to use, within the scope and for the purposes of the Festival, my copyright and rights related to the movies submitted by me, authorizing, in particular, that excerpts from the work or works, original songs, stills, posters, and any materials sent, may be used in the general materials of the Festival and in the categories for which the movie is nominated, as well as for promotional purposes on social networks and official TAP pages.

I also authorize the phonographic and videographic reproduction of the work, whether for sound or visual broadcasting, by any means, including, in particular, the public exhibition of the work or works at the official awards ceremony, as well as on the TAP onboard entertainment system until November, 2025, 1 year after the end of the Festival, if the work in question is a finalist and/or winner.

This document must be signed and sent digitally along with the Work and the other materials requested in the regulation.

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 ___/___/___