

## TERMS AND CONDITIONS

Please carefully read the following terms and conditions which govern the use of the website [www.locationcolombia.com](http://www.locationcolombia.com), before starting its exploration or use. If you do not agree to these, we request that you refrain from accessing or browsing this website. To continue browsing constitutes an acceptance of the terms and conditions.

### 1. Purpose

The corporation Fondo Mixto de Promoción Cinematográfica (hereinafter, 'Proimágenes'), residing in the city of Bogotá, identified with tax identification number 830.046.582-4, through the website [www.locationcolombia.com](http://www.locationcolombia.com) (hereinafter, the 'Website'), carries out activities of promotion of Colombia as a location for audiovisual works.

This includes, among other actions, to publicize the services rendered by Colombians and to guide producers about the possibilities and alternatives for their projects in Colombia in terms of incentives, logistics, locations, accommodation, national talent, permits and contacts. Additionally, the Website offers interactive tools for its users, such as the registry to be part of the directory of services (hereinafter, the 'Services Directory'), the consultation of a locations directory (hereinafter, the 'Locations Directory') and the application for the submission of audiovisual projects to the incentives under law 1556 (hereinafter, the 'Law 1556 Application').

Proimágenes does not pursue any profit, gain or commercial interest with the content or links that are posted on the Website and on the websites of other entities or companies, which are accessed through the Website. Proimágenes requests any user of this Website (hereinafter, the 'User'), to carefully read these terms of use (hereinafter, the 'Terms and Conditions') before starting its exploration or use. If the User does not agree to these Terms and Conditions we suggest they refrain from accessing or browsing this Website.

### 2. Contents

The Website is intended to provide the User with all kinds of information related to Location Colombia, a Proimágenes program, directed by the Colombia Film Commission.

Notwithstanding, this information should not be considered as exhaustive, complete or that in any way satisfies all the User's needs.

The Website contains articles, literary and scientific works (hereinafter, the 'Information') related to Proimágenes or third parties, prepared by the Colombia Film Commission or by third parties, for information and dissemination purposes.

Proimágenes provides a translation of the Spanish version of the Website. The User accepts that the translation is offered only as a service and that the Spanish version of the Website's content will govern their relationship with Proimágenes. In the event that there are contradictions between the Spanish version and the English version of the Website, the Spanish version will prevail.

The establishment of a link with the website of another company, entity, program or any third party does not necessarily imply the existence of a relationship between Proimágenes and the owner of the linked website, nor the acceptance or approval by Proimágenes of its contents or services.

Proimágenes is not responsible for the information outside this Website that is not managed directly by the administrator of the Website. The links that appear on the Website are intended to inform the User about the existence of other sources that may expand the contents offered by the Website, or that are related to them. Proimágenes does not warrant nor is responsible for the operation or accessibility of the linked web pages; nor does it suggest, invite or recommend a visit to them, so it will not be responsible for the result obtained.

Additionally, it is understood that the Information contained on the Website, comes from various sources, and is intended solely for illustrative purposes of the User. Consequently, and despite having carefully selected the Information, Proimágenes does not assume any responsibility for the use that the User makes of it, and does not warrant the veracity, timeliness, accuracy and/or reliability of the Information, nor in relation to any link that appears on the Website. Consequently, the Information should not be used by the User to make decisions in relation to audiovisual projects and/or matters in Colombia. To this end, Users and other interested parties must seek advice from industry professionals and lawyers qualified in Colombia who specialize in these issues.

### 3. Changes and updates

Proimágenes reserves the right to modify or discontinue, temporarily or permanently, the Website or any part thereof with or without notice. Additionally, Proimágenes reserves the right to make changes to the Website or products, programs, announcements, information and / or content included on the Website at any time without notice.

### 4. Copyright

In accordance with current legal provisions related to copyright and related rights, the designs, texts and photographic, audiovisual, artistic or musical contents presented here are protected by copyright and/or related rights laws. Unless licensed or authorized by the owner, these cannot be reproduced, digitally or physically, nor modified in whole or in part, nor communicated publicly, anyone who uses them without authorization may be civilly and criminally liable for infringement of rights.

The User declares and warrants strict compliance with the rules for the protection of copyright and related rights in relation to each and everyone of the works found on the Website, especially those that the User includes at the time of registration or update of their profile in the Services Directory. Likewise, the User undertakes to strictly comply with the duties that are applicable to them in this matter, exempting and releasing Proimágenes from all liability, in relation to claims, litigation, or demands, that are generated due to non-compliance with the obligations of the User. In addition, the User accepts and assumes that failure to comply with said provisions, or their lack of care and diligence, will make them responsible for all damages and/or damages caused, exonerating Proimágenes from any possible liability. Failure to comply with the obligations of this document will immediately exclude the User from the services of the Website, notwithstanding the compensation for damages may correspond to Proimágenes.

### 5. Privacy notice

By accepting these Terms and Conditions, the User declares that they are of legal age and that they authorize Proimágenes (NIT 830.046.582-4) to process their personal data, in accordance with the privacy notice of Proimágenes (hereinafter, the 'Privacy Notice'), the text of which is detailed below. For these purposes, the User is understood as 'Data Subject':

The active authorization of this Website by the User/Data Subject, which implies acceptance of its terms and conditions, also confers authorization for processing the personal data provided by the User/Data Subject by Proimágenes, as controller, according to the purposes detailed in the Information Processing Policy accessible at [www.proimagenescolombia.com](http://www.proimagenescolombia.com). These purposes are specifically oriented towards carrying out the activities of Proimágenes, as an entity that promotes the Colombian audiovisual industry, and the related operational procedures, and includes what is necessary for the activities that the User/Data Subject performs through the Website.

The Data Subject/User has the rights granted by Colombian regulations and the aforementioned policy, such as the right to know, update, delete and rectify his or her personal data; revoke his or her authorization to process them; and refrain from answering questions that involve sensitive data, if they are contemplated. If considered necessary, the Data Subject/User may submit requests related to their personal data by email to [datapersonales@proimagenescolombia.com](mailto:datapersonales@proimagenescolombia.com).

## 6. Services Directory

### 6.1. Registration:

Proimágenes, through the Colombia Film Commission, informs producers and directors interested in Colombia about the best possibilities and alternatives to carry out their projects. Through the Website, especially through the Services Directory, Proimágenes facilitates contacts with companies, production businesses, entities, and authorities of various kinds, for those interested in producing or post-producing in Colombia.

The User, who must be of legal age, may register in the corresponding [window](#) of the Website. Proimágenes may verify the information included by the User. In case of doubt regarding the information, Proimágenes will refrain from including said registration. The User declares, under oath, that all information provided is true and verifiable. The information is provided freely and knowing that it will be made available on the Website.

6.2. Conditions to register in the Services Directory:

In order for the Services Directory to have the most qualified persons and companies, Proimágenes may request that the Users who register comply with the following conditions:

- a) To have been a part of the crew (physical persons) or rendered services (legal entities) in at least one Colombian feature film released commercially in cinemas after 2003 or in a film, series or other audiovisual product that received an incentive from the Cinematographic Development Fund (FDC), the Colombia Film Fund (FFC) or the CINA System. The credit of participation must be found in the end credits of the audiovisual product and may be confirmed with the producer.
- b) Advertising production companies must be part of the Colombian Advertising Film Association or be a company with proven experience in the production of commercials for national or international television channels.
- c) Television production companies must be part of Asomedios or be a company with proven experience in the production of programs for national or international television channels.
- d) Digital animation companies must be part of the Association of Filmmakers of Digital Animation and Video Games

6.3. Access to the Services Directory:

After completing the registration, the registered User will receive a confirmation to be able to access as administrator and control his or her information.

For newly registered users, the registration shall be enabled within a maximum of 5 working days. At that time, the User will receive confirmation.

If the registration is rejected, the User may request additional evaluation at [info@locationcolombia.com](mailto:info@locationcolombia.com).

Once the registration is active, an update of the User's information will be requested periodically and automatically. If the data is not updated, it may be deleted from the Services Directory.

## 7. Locations Directory

Proimágenes, through the Colombia Film Commission, and in compliance with law 1556 and its purpose of promoting Colombian territory to produce audiovisual works, makes available a Locations Directory to the producers who wish to film in Colombia. The Locations Directory contains information by region about the characteristics and contact information of places available for filming in the country.

The Locations Directory is a tool to facilitate the job of producers interested in filming in Colombia. Proimágenes has carefully selected the information shown in the Locations Directory. However, it does not assume responsibility for the use that the User makes of it and does not warrant its veracity, timeliness, accuracy and/or reliability. The information provided is for illustrative purposes only.

## 8. Application for the submission of projects (Law 1556 of 2012)

### 8.1. Registration:

The User, who must be of legal age, may register by clicking the announcement 'Submit your project' on the Website. The User declares, under oath, that all of the information provided is true and verifiable. The information is provided freely and knowing that it will be part of the submission process to the incentives under law 1556.

The Law 1556 Application is a platform administered by a third party with whom Proimágenes maintains a commercial relationship. The operation of the Law 1556 Application is the exclusive responsibility of the third party administrator. Nevertheless, Proimágenes communicates constantly with the third party administrator to ensure the correct operation of the Law 1556 Application.

The Users who wish to submit their projects to any of the incentives provided under Law 1556 of 2012 must do it through the Law 1556 Application.

Proimágenes does not receive submissions or documentation related to submissions by any other medium.

8.2. Accessing and uploading information to the Law 1556 Application:

Proimágenes, through the Colombia Film Commission, serves as Technical Secretariat for the Colombia Film Promotion Committee and it's the entity in charge of managing the processes provided in Resource Allocation Manual ('MAR'), which contains the conditions that projects interested in applying to the incentives under Law 1556 of 2012 must comply with.

After following the registration instructions, the User may begin to upload the information related to the project in accordance with the MAR requirements, which may be found [here](#).

The project will be submitted only when the user has filled out all mandatory fields. If additional information is required or a document needs to be corrected, the management entity will contact the applicant producer. Once the information is complete, the User will be informed about the presentation of the project to the Colombian Film Promotion Committee for approval or disapproval, in the specific terms of the MAR published on the Website. When this process is completed, said result will be communicated.

**9. Terms of use and restrictions of the Services Directory and the Law 1556 Application**

- 9.1. The User undertakes not to give commercial value (sell, rent, exchange, etc.) to the Information provided or made available to the public on the Website.
- 9.2. Proimágenes may cancel the User's access to the Services Directory and/or the Law 1556 Application, if, according to the circumstances, it determines that said User is a recurring offender of the provisions of these Terms and Conditions.
- 9.3. Proimágenes reserves the right to decide if the information provided or uploaded to the Website violates the Terms and Conditions.



- 9.4. Proimágenes may, at any time, without prior notice and at its discretion, remove the information provided by the User and/or cancel their registration from the Services Directory and/or the Law 1556 Application.
- 9.5. The User is solely responsible for maintaining the confidentiality of their information to enter their profile, once their inclusion is approved, as well as for restricting access to their computer. The User accepts any responsibility that may arise from the use of their account, the information included by them, as well as the reliability of their password.

## 10. Intellectual Property

The information that appears on the Website and other Proimágenes sites, as well as the graphic design, contents, trademarks and logos, are the exclusive property of Proimágenes or third parties that have authorized their inclusion or use, and have declared themselves to be the owners. All of these are protected by national regulations on intellectual property and by international treaties on the subject that the Republic of Colombia has signed and ratified.

The User may not use, market, exploit or modify in any way the trademarks of Proimágenes, its providers or third parties.

Please note that failure to comply with the terms or conditions contained on the Website may constitute a violation of Colombian laws with the consequences and sanctions that they impose.

## 11. Terms of use of the Website

By entering the Website, the User declares that he or she has read and accepted these Terms and Conditions in their entirety. Thus, the User:

- 11.1. Is responsible for any improper, illicit or abnormal use of the contents, information or services of the Website.
- 11.2. Directly or through a third party, will not attack the Website, its technological platform, its information systems or interfere with its normal functioning.
- 11.3. Will not alter, block or carry out any other act that prevents the display or access of any service or content of the Website.



- 11.4. Will not disclose and/or provide information through the Website that contains viruses or harmful components.
- 11.5. Will not use information, content or services of the Website to invade in any way the privacy of third parties.
- 11.6. Will not attempt to break the security codes of the Website and its technological platform in general.
- 11.7. Will not alter the Information or materials published on the Website.
- 11.8. Will not promote illegal activities, nor send or transmit on the Website to other Users or to any person, information of an obscene, defamatory, slanderous or discriminatory nature against Proimágenes, its employees, its contractors or against any person related to Proimágenes.
- 11.9. Will not include on the Website, or in the associated mailboxes, any franchise right, pyramid scheme, club or group membership, sales representation, commercial agency or any business opportunity that requires payment, soliciting the recruitment of other members, sub-distributors or sub-agents.
- 11.10. Will not sell, rent, barter, etc., information found on the Website.
- 11.11. Will not contact any of the people or companies that appear in the Services Directory or the Locations Directory for purposes other than the possibility of contracting services or renting locations for audiovisual projects.

## 12. Applicable law

The operation of this Website and the information it contains are governed by the laws of the Republic of Colombia.