

MIPFORMATS INTERNATIONAL PITCH 2019

RULES AND REGULATIONS

ITEM 1: SUBJECT

Reed MIDEM, a company organised in the legal form of a *société par actions simplifiée* (simplified joint stock company) with a share capital of 310,000 € having its registered office at 27-33 quai Alphonse le Gallo, 92100 Boulogne-Billancourt, registered with the Nanterre Commerce and Companies Registry under the number B 662 003 557, is the official organiser of the MIPFormats International Pitch competition.

The MIPFormats International Pitch is the international pitching event for individuals and companies with innovative concepts for new, non-scripted entertainment formats, taking place during MIPFormats on Saturday 6 April 2019, in the Palais des Festivals in Cannes, France.

This event is organised by Reed MIDEM during MIPTV 2019.

The aims of the MIPFormats International Pitch are to encourage, promote and reward creativity, originality and innovation.

ITEM 2: PARTICIPATION IN THE MIPFORMATS INTERNATIONAL PITCH COMPETITION

2.1 CRITERIA OF PARTICIPATION

The MIPFormats International Pitch is open to all creators and producers from around the world (under the banner of a company or otherwise) to present their new and original, non-scripted entertainment formats which have not been commissioned or broadcast on linear television or non-linear television yet and for which the worldwide format rights are still available.

Reed MIDEM reserves the right to disqualify a Pitch Entry, if such eligibility requirements are not met. If a Pitch Entry is disqualified for such reasons, no refund of the MIPFormats registration fee will be granted.

Each Applicant must submit the following materials to Reed MIDEM:

- The duly completed online Pitch Entry Form including agreement to the MIPFormats International Pitch 2019 Rules and Regulations.
- The required pitch materials: The Pitch presentation (on a WORD (2 pages max.), PDF, or on a PowerPoint document) shall include:
 - A detailed format description including an opening paragraph that summarises the format pitch or logline
 - A realistic approach to shooting schedules, broadcaster budget, legal restraints
 - A clear statement of the target audience and a view on where the format would fit in the broadcast schedule
 - A biography/filmography of the producer
 - 2mn Elevator Pitch: a video of the creator pitching the format is required
 - Any additional materials will be welcome
- The working language of the MIPFormats International Pitch is English.
- All required pitch materials, as set forth hereinabove, must be received by Reed MIDEM no later than 13 February 2019 (the "Entry Deadline"). Incomplete or late entries may be disqualified by ruling of Reed MIDEM. Reed MIDEM will not be responsible for late, lost, damaged, incomplete or ineligible Pitch Entries.
- A sizzle reel will be required only for the finalists who will pitch onsite at MIPFormats.

- The sizzle reel does not need to be a fully graded, final trailer of the show but must demonstrate the essence of the show and its structure. It can be an interactive PowerPoint or feature filmed footage/short film/clips/stills.

By entering in the competition, the Applicants:

- Agree to be bound by the Rules and Regulations. Applicants agree that any failure to abide by any term and condition contained in the Rules and Regulations may result in the disqualification of the applicant's Pitch Entry. Applicants acknowledge that all rulings of Reed MIDEM and all decisions of the jurors shall be binding and final.
- Warrant that the Pitch Entry is the original work of the applicant, that the applicant has the right and authority to submit and present the Pitch Entry, and that the applicant's Pitch Entry does not infringe upon or violate any copyright, trademark, right of privacy or right of publicity or any other right of any kind or nature of any person or entity. If Reed MIDEM has reason to believe that a Pitch Entry contains any material that may infringe upon or violate any right or law, such Pitch Entry may be disqualified by ruling of Reed MIDEM. If a Pitch Entry is disqualified for such reasons, no refund of the Registration Fee will be granted.
- Acknowledge that their Pitch Entry is submitted voluntarily. Applicants recognise the possibility that elements of their Pitch Entry may be identical or similar to material which has or may come from, or is developed by other sources to Reed MIDEM; its affiliates, personnel (including, without limitation, employees, officers, directors); the members of the Jury. Applicants understand and agree that a Recipient's use of such other material containing elements identical or similar to those contained in the submitted Pitch Entry shall not entitle the applicant to any compensation, if a Recipient has an independent legal right to use such other material which is not derived from the applicant, either because such elements were not new, or were not originated by the applicant, or are in the public domain, or were or may be independently created by any other person.
- Guarantee that their Pitch Entry does not contain third party copyrighted materials, images or music without they first obtain all necessary licenses, clearances, releases and/or permissions. Applicants who do not hold copyright ownership of the Pitch Entry or any elements contained within must obtain written consent and agreement from the rights owner to be bound by the Rules and at Reed MIDEM's request, must be able to provide a copy of such written consent and agreement from the rights owner.
- Confirm their availability to pitch their project on stage on Saturday 6 April 2019 if they are selected as Finalist. All Finalists or their representative will be asked to attend a preparatory and technical rehearsal of the live pitch. This rehearsal is mandatory and will be scheduled on Friday 5 April 2019. Final rehearsal schedule will be confirmed by Reed MIDEM to all Finalists at the announcement of the selection.

2.2 CONDITIONS OF PARTICIPATION

Correct entry information is the responsibility of the applicant. Reed MIDEM is not liable for any incorrect listings that are the result of incorrect information provided by the applicant. Applicants warrant that all of the information provided, including the information provided on the Pitch Entry Form and

the credits for creators and producers, is true and correct and has been verified by all parties involved. If any information is found to be incorrect, the Pitch Entry may be disqualified by ruling of Reed MIDEM. If a Pitch Entry is disqualified for such reasons, no refund of the MIPFormats registration fee will be granted.

Reed MIDEM reserves the right to reject any Pitch Entry should its content be perceived, as deliberately interfering with honour and human dignity, with anyone's rights, pornographic, racist, provocative, discriminatory or violent, or as having commercial or promotional aim, for the benefit of a company. Reed MIDEM reserves its rights in case of any infringement of this kind.

Reed MIDEM may make pictures of the live session the Applicant is involved in. The Applicant authorises Reed MIDEM to use pictures taken during the session on MIPTV's website, printed material, online campaigns and/or Reed MIDEM's partners' websites and for distributing within a compilation for informational, promotional and/or commercial purposes; for a period of three (3) years beginning on the date the shooting is made.

Reed MIDEM collects participants' personal data by the present document or during participation of the event (attended places or events, services operated). This data is processed electronically by Reed MIDEM for the purposes of managing and publishing its participants' data file, for the purposes of carrying out its contractual obligations and promoting its activity. Such data is stored for a maximum duration of 10 years.

This personal data can be:

- integrated into the online database available to Participants to enable them to prepare the Event, promote their business and schedule their business appointments within the Event. In this respect, Participants undertake not to use the data for any other purposes. Reed MIDEM reserves the right to stop by any means any disturbance caused by any forbidden use of personal data;
- transmitted to sub processors that have undertaken to comply with Data Protection Laws requirement such as companies belonging to the same group, in particular the companies of the RELX group, service providers and partners, who may be located outside the European Economic Area;
- communicated to Participants, such as speakers, sponsors, exhibitors and sellers, who can be located outside the European Economic Area to carry out commercial prospecting;
- used on all distribution and promotional media in connection with the relevant Event including over the internet;
- processed for distribution and promotional analysis (profiling, targeting).
- As a data controller, the Organiser have implemented and maintain appropriate technical and organisational measures in such a manner that its processing of personal data meet the requirements of French and European Data Protection Laws and in particular GDPR.
- Participants may exercise their right to access, obtain, correct and oppose the use of their personal data by writing to: contact.dpo@reedmidem.com. In case of unsatisfied answer to Participants' request, Participants may raise a complaint before the French National Data Protection Authority (Commission Nationale Informatique et Libertés or CNIL) www.cnil.fr

Applicants may exercise their right to access, correct and oppose the use of their personal data by writing to the following email address: contact.cnil@reedmidem.com.

Any prospecting for purposes other than the above mentioned is prohibited.

Reed MIDEM reserves the right to have any disturbances caused by any here-mentioned prohibited use terminated by any means, including the disconnection of the Applicant from the event. This is without prejudice to any legal action that Reed MIDEM may take in order to exercise its rights and of any damages to which Reed MIDEM may be entitled as a result of such non-respect of the present provisions.

Applicants agree to defend, indemnify and hold the Recipients harmless from and against any and all claims, liabilities, damages, losses or expenses arising out of the applicant's breach of any warranties set forth in the Rules, including, without limitation, any claims based on the infringement or

violation of any copyright, trademark, right of privacy or right of publicity.

There is no cost for entering the competition.

The Finalists will be responsible for accommodation, flights and expenses on site and other costs and expenses of attending and participating in all aspects of the event.

ITEM 3: PRE-SELECTION AND FINAL ROUND PROCESS

All eligible Pitch Entries received will undergo a selection based on the criteria of creativity, originality and innovation and capacity of returning for multiple series.

The selected projects will also have to be well structured, tightly formatted; fitting in the following genres of non-scripted formats: entertainment, factual entertainment, gameshows, studio entertainment; have potential to travel as a format to countries small and large.

Submitted projects will be reviewed by an international Jury of commissioners from of international decision-makers.

The five Finalists will be informed of their selection by early March and an official announcement will be made by the mid-end of March.

The Finalists shall ensure that any and all rights for their Pitch Entries are available at such time.

Only Finalists will have the right to present and pitch their selected project at this live pitching event onsite in front of an audience of accredited buyers, commissioners and distributors.

The Finalist(s) accordingly authorize(s) Reed MIDEM to use his/her name and likeness and if necessary, that of its representative(s) present during the MIPFormats International Pitch public session.

The pitch materials of those who have been selected and have accepted to participate in the live pitch will be made accessible for screening to all accredited buyers, commissioners and distributors.

ITEM 4: THE GAIN

All finalists will get:

- Visibility during the on-stage pitching in Cannes during MIPFormats 2019
- Visibility in MIPFormats 2019 communication and marketing tools (official conference programme, MIPFormats website and social networks)
- Organised meeting with the Jury members in Cannes

The winner will get:

- Editorial coverage in the MIPTV daily news, on the MIPFormats website and MIPBlog
- 1 free entrance to MIPFormats and MIPTV 2020
- Cash Prize of €5,000 offered by La Fabrique des Formats and Natixis

ITEM 5: CLAIMS

The act of submitting a Pitch Entry implies that the applicant has accepted and agreed to be bound by the Rules.

Reed MIDEM reserves the right to change, modify or amend the Rules at any time.

If for any reason the MIPFormats International Pitch 2019 is interrupted, delayed or cancelled or cannot be completed as planned, Reed MIDEM reserves the right to postpone, suspend or terminate the MIPFormats International Pitch 2019.

If any provision of the Rules is declared invalid or unenforceable, all other provisions shall remain in effect.

If an applicant fails to comply with any term and condition contained in the Rules, the applicant's Pitch Entry may be disqualified by ruling of Reed MIDEM.

Reed MIDEM is exempt from any liability arising from the selection of Finalists and Winning Pitch, development, exploitation and distribution rights of the format.

ITEM 6: GOVERNING LAW AND JURISDICTION

The Rules shall be construed under and governed by French law.

APPLICANTS EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE COURTS WHICH HAVE JURISDICTION OVER REED MIDEM'S REGISTERED OFFICES WILL BE SOLELY COMPETENT TO RULE ON ANY DISPUTE ARISING IN CONNECTION WITH THE CONTENT OR THE ENFORCEMENT OF THE RULES.