

TERMS & CONDITIONS of In Development Drama Producers' Pitch

ITEM 1: SUBJECT

Reed MIDEM, a company organised in the legal form of a *Société par actions simplifiées* (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 MIPTV and of IN DEVELOPMENT Forum.

Association Française du Festival International des Séries (AFFIS) is the official organiser of CANNESERIES. AFFIS is organised in the legal form of *an Association loi de 1901* (association governed by the French law of 1901), having its registered office at 4 Avenue Victor Hugo 75116 Paris and registered at the Grasse's sous prefecture under number the W061009069.

Designed to act as an accelerator for content discovery and development at an international level and after a first successful edition in 2018, **In Development** is moving to the heart of MIPTV in the Palais de Festivals to integrate the MIPTV. There, over 3 and a half days, producers and creators will be given the opportunity to pitch their projects to key decision-makers, including commissioning editors, distributors, co-producers, investors and talent agencies, enabling them to connect and greenlight projects. This second edition of IN DEVELOPMENT will take place on April 8-11, 2019, in the Palais des Festivals et des Congrès of Cannes, France.

The **In Development Drama Producers' Pitch** (the “**Event**”) is a project created inside **In Development**, where Reed MIDEM and AFFIS join their strengths to present a diverse range of quality projects from producers seeking development and financial partners, highlighting both fresh local voices and more established producers on the international scene.

AFFIS and Reed MIDEM partner together to handle this Event (hereafter the “**Organising team**”).

ITEM 2: PARTICIPATION IN THE CALL FOR ENTRIES FOR PROJECTS

2.1 Projects Entry Process

To enter a project in the call for entries is free of charge and open to any individual or company located worldwide and responding to the criteria indicated here-after. It is not required to be registered to MIPTV 2019 to enter a project.

To be considered for pre-selection, drama series projects must be entered in the registration form available at the following link: <https://producers-canneseries.festicine.fr/>

The deadline for project entries is **Friday, January 11, 2019**.

All the required documents must be provided before the deadline. Only completed submissions will be considered in the next steps of the selection process.

Each company can submit **up to three (3)** projects maximum.

Only submissions written in English will be accepted. The Organising Team will not refund the translation fees for the submitted documents.

2.2 Projects Entry Criteria

To be eligible in the selection process, submitted projects must comply with the following criteria:

- Producers seeking international partners and funding for this specific project
- First season of a series or a mini-series (minimum 4 episodes, drama only) – half hour or hour-long projects
- All drama genres are accepted (drama, dramedy, comedy, period drama, crime/thriller, sci-fi...). Docuseries and animation series are not eligible for the selection.
- Original concept or adaptation
- Required experience: the producer submitting a project must have been involved in at least one produced TV series or movie
- The project must not have been presented at a public pitching session 6 months before In Development to be part of the Official Selection

2.3 Pitch Entry Materials

Each Applicant must submit the following materials to the The Organising Team directly on the platform : <https://producers-canneseries.festicine.fr/>

- Registration form
- Producer's track record & short biography (1 page max)
- Writer's track record & short biography (1 page max)
- Bible – synopsis, characters, locations (5 pages max)
- Narrative arcs season 1 / possibly season 2 (2 pages max)
- Financing plan
- Pilot Script
- Contracts / agreements with potential partner(s) if applicable

- Optional: photos / mood board /videos, production planning.

2.4 Conditions of Participation

By submitting a project for IN DEVELOPMENT, the Applicants:

- Confirm their availability to pitch their project on the IN DEVELOPMENT stage taking place from Monday 8th April to Thursday 11th April 2019 if they are selected as Finalists. All Finalists or their representative will be asked to submit their presentation to the IN DEVELOPMENT's Team, ahead of the event to help adapt and improve it if necessary, and to attend a mandatory preparatory and technical **meeting from Sunday 7 April 2019**. Final schedule will be confirmed by the Organising Team to all Finalists at the announcement of the selection.
- Agree to be bound by the present Rules and Regulations. Applicants agree that any failure to abide by any term contained in the Rules and Regulations may result in the disqualification of the Applicant's Pitch Entry. Applicants acknowledge that all rulings of the Organising Team and all decisions of the Jury 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 the Organising Team 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 the Organising Team.
- Acknowledge that their Pitch Entry is submitted voluntarily. Applicants recognize 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 the Organising Team; 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 the Organising Team's request, must be able to provide a copy of such written consent and agreement from the rights owner.
- Correct entry information is the responsibility of the Applicant. The Organising Team cannot be held 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 the Organising Team;

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

ITEM 3: PERSONAL DATA PROTECTION

Applicants'/Participants' data is collected via the website, via the online registration form which is filled directly by the Applicants and / or during participation at the event. This data is collected and will be processed electronically by AFFIS which will also transmit it to Reed MIDEM, for the purposes of co-managing the organization of the Event and the selection process itself.

From Reed MIDEM's side, this personal data can be:

- integrated into the online database available to Applicants/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 Reed MIDEM 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.

For Reed MIDEM Applicants/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

From AFFIS's side, this personal data can be:

- used for commercial prospecting purposes by AFFIS and promotion of its events
- integrated into the online database available to Applicants/Participants to enable them to prepare the Event, promote their business and schedule their business appointments within the Event.

- used on all distribution and promotional media in connection with the Event, including over the internet and social networks.

As a data controller, AFFIS 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. (For more information, please see our online GDPR charter on our website : www.canneseries.com. For AFFIS Applicants/Participants may exercise their right to access, obtain, correct and oppose the use of their personal data by writing to: rgpd@canneseries.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

ITEM 4: SELECTION PROCESS

The selection will be based on writing and production value, originality and worldwide appeal.

All submitted drama series projects will be reviewed by a pre-Selection Committee of drama experts and the Organising Team's editorial staff.

After the first round of selection, the shortlisted projects will be reviewed by a Selection Jury composed by international drama executives.

The twelve (12) Selected Finalists (the Jury may slightly vary this number, depending on projects) will be informed of their selection to pitch their project on the IN DEVELOPMENT stage and officially announced in February 2019.

The selection decisions are final and without appeal. The Applicant agrees not to challenge the selection decisions on any grounds.

ITEM 5: CONDITIONS OF PARTICIPATION FOR FINALISTS

- The Finalists shall ensure that any and all rights for their Pitch Entries are available at such time.
- They must be available to come to Cannes to **pitch their project on April 8-11, 2019**, in the Palais des Festivals et des Congrès of Cannes, France. There will be 12 (twelve) pitches in total.
- Only Finalists will have the right to present and pitch their selected project at this pitching event onsite in front of an audience of registered buyers, producers, commissioners and distributors.
- The Finalists are informed that the Organising Team will photograph and/or record their voice and images during the Pitching sessions, distribute said photos and/or recordings to third parties and to communicate them to the public, in the whole world, which may be presented (in particular in the form of live or delayed

broadcasting), reproduced without limit as to the number of reproductions and published, in the whole world, for a period of five (5) years, in any format, using any method or process known or unknown at this time, in whole or in part, on all tangible or intangible media known or unknown at this time, including, in particular, the internet (the websites of Reed MIDEM, AFFIS and their partners and on MIP / AFFIS' branded channels of social networks, as YouTube, Facebook, LinkedIn and Twitter), and on any other promotional or marketing tool it may use for information or promotional purposes.

The Finalist(s) accordingly authorizes the Organising Team to use his/her name, voice and image for these purposes and if necessary, of its representative(s) present during the Event's Pitching session.

- The projects Finalists must provide in advance all the materials that will be presented during the pitching session (video clip, pictures, presentation) and respect the agenda and technical specifications provided by the Organising Team.
- The Finalists will be provided with one complimentary registration for MIPTV (including access to In Development), but will be responsible for their accommodation, flights and expenses on site and other costs and expenses of attending and participating in all aspects of the Event. The Organising Team will be able to advise on the best accommodation facilities according to the finalists' budget.

ITEM 6: CONFIDENTIALITY & COMMUNICATION

The Organising Team will keep strictly confidential all the information about the submitted projects.

However, in case of selection, the rights holders of the selected projects will have to provide information to be published in communication tools related to IN DEVELOPMENT (Internet website, catalogues, flyers...) for promotional purposes.

ITEM 7: THE GAINS

Visibility:

- Visibility during the live pitching session in Cannes during IN DEVELOPMENT 2019.
- Visibility in the IN DEVELOPMENT communication and marketing tools (official conference programme, MIPTV & CANNESERIES' websites and social networks).
- Organised one-to-one meetings with key decision makers including members of IN DEVELOPMENT's Selection Jury.

Grant of funds and other benefits from Partners of the IN DEVELOPMENT Forum:

The competition is set up in collaboration with prestigious partners from the Entertainment Industry (hereafter the “Partner(s)”), who have specific requirements/criteria of eligibility and may award the best projects with development funds, partnerships, rewards or other collaboration.

The Organising Team undertakes to organise the event and to facilitate the professional gathering and opportunities between the Finalists and the Partners. However, the Organising Team shall not be held liable regarding the participation of the Partner(s) to the competition and/or each Specific Terms and Conditions, proper to each Partner and/or decisions taken by each jury in each category. Reed MIDEM and AFFIS shall not be liable for the undertakings of each Partner vis à vis of the Applicant(s) and/or the Finalist(s) and/or the Winner(s), nor concerned or bearing any possible liability for the future or possible contractual or not contractual relationship(s) between the Partner(s) and the Applicant(s) and/or the Finalist(s) and/or the Winner(s).

- a) As an official partner of IN DEVELOPMENT, leading independent European producer Federation Entertainment (“The Bureau”) will propose to co-develop, co-produce and distribute one of the selected projects.

Criteria for the choice of the winning project:

- Outstanding Artistic quality
- Originality
- Worldwide appeal
- Worldwide scope for projects

- b) As an official partner of IN DEVELOPMENT, the investment fund La Fabrique des Formats will choose 2 (two) projects in which it will invest.

Criteria for the choice of the winning project:

- Outstanding Artistic quality
- Originality
- Worldwide appeal
- 2 (two) pilotes of the project having at least one French producer or co-producer
- Reproducibility from season to season
- Potential for export

- c) La SACEM (Society of Authors, Composers and Publishers of Music), as partner of CANNESERIES, is joining IN DEVELOPMENT to support the presence of musical creation at the core of the Event from the beginning of its creative process of selected projects. French composers will be chosen after a call for entries, and each of them will be brought to work on various musical themes **for the pitches, and in collaboration with the Finalists.**

ITEM 8: CLAIMS

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

The Organising Team reserves the right to change, modify or amend the Rules at any time. If for any reason CANNESERIES or MIPTV 2019 are interrupted, delayed or cancelled or cannot be completed as planned, the Organising Team reserves the right to postpone, suspend or terminate IN DEVELOPMENT 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 the Organising Team.

ITEM 9: 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 CANNESERIES & 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.