

# mipdrama

## Buyers Summit

### MIPTV 2019

## TERMS AND CONDITIONS

#### 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 MIPDrama Buyers Summit.

Designed to meet the growing international demand for high-end drama series, MIPDrama Buyers Summit is a closed-door event for international buyers, aimed at curating the best of new drama series at early stages of production from around the world.

Up to 10 selected programmes will be presented in front of 450 invited leading acquisition executives. The selected series will be introduced by a single host. The creative teams attached to each project will not be asked to present on stage during the event.

The MIPDrama Buyers Summit will take place on the eve of MIPTV 2019 on Sunday 7 April 2019 in the Palais des Festivals' Debussy Theatre, Cannes, France.

#### ITEM 2: CONDITIONS OF PARTICIPATION AND APPLICATION FOR SELECTION

The MIPDrama Buyers Summit (application process, reception of the programmes and selection), as set up by Reed MIDEM, is open to all producers and distributors around the world who wish to present new high-end scripted series.

##### 2.1 Criteria for Application

To be eligible, the programme should be:

- an upcoming new high-end drama series in early stages of production
- 100% financed
- never presented before at a festival/market or to buyers prior to MIPDrama Buyers Summit
- in its first season (second seasons are not eligible)

##### 2.1.2 The Applicant must:

- Complete in English the online Entry Form provided by Reed MIDEM's Editorial Team and also available at [www.miptv.com](http://www.miptv.com) by 11 January 2019
- Provide a three to five minute sizzle reel (trailer, opening scene or assemblage of emblematic scenes) with the online Entry Form
- Hold exclusive copyright ownership on the material properties submitted
- Commit to provide an exclusive 15-minute preview (no trailer, no promo reel but an assemblage of scenes, subtitled in English) by 25 March 2019 to be presented at the MIPDrama Buyers Summit.
- The delivery of selected programmes by 25 March 2019 has to be a high definition file for the screening according to technical specifications provided by Reed MIDEM.

- Commit to attend or send a representative to Cannes on Friday 5 April 2019, from 9.00 a.m. to attend the unique technical meeting for the selected programme. Exact time will be confirmed by Reed MIDEM. No other technical meeting will be held before the MIPDrama Buyers Summit live presentation on Sunday 7 April 2019.

2.1.3. The technical requirements for the three to five minute sizzle reel are:

- Only streaming links will be accepted (ex: YouTube, Vimeo, etc...) and have to be entered in the online Entry Form. Please specify if login and passwords are necessary.
- No downloadable videos will be considered.
- The limit duration is 3 to 5 minutes.
- The resolution must be 960x720 or higher.
- For non-English speaking series, the sizzle reel has to be subtitled in English

2.1.4 The videos that will be screened in Cannes must meet the technical specifications provided by Reed MIDEM.

##### 2.2 Other conditions/obligations

- The application deadline is 11 January 2019.  
After this date, no additional programmes will be considered. Reed MIDEM cannot accept responsibility for lost entries due to internet and/or technical problems related to use of internet. Proof of sending is not proof of receipt.
- There is no cost to submit a programme.
- All companies retained in the Official Selection need to be registered to MIPTV.
- By entering the competition, the Applicant:
  - a) warrants that she or he holds all the rights for the presented programme(s) and information related to the programme(s) and that she or he does not harm any potentially involved third party's rights or infringe on anyone's private life or likeness, and that the project / idea does not infringe any law, especially copyright laws;
  - b) recognizes that Reed MIDEM may already have received programmes similar to those submitted and that Reed MIDEM cannot be held liable by the Applicants for possible infringement of intellectual property in ideas that are submitted either by themselves or by third parties.
- Reed MIDEM reserves the right to reject any programme should its content be perceived by Reed Midem as deliberately interfering with honour and human dignity, with third parties' rights, or as being pornographic, racist, provocative, discriminatory or violent.
- The submitted programmes cannot be withdrawn from the selection process once the application has been submitted, except in case of *force majeure*.

### **ITEM 3: SELECTION PROCESS**

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

All submitted programmes will be reviewed by a Selection Committee made of the Reed MIDEM's Editorial Team. Only applications that meet the conditions of participation, as specified in ITEM 2, will be considered.

The Selection Committee will select up to 10 programmes to be presented during the MIPDrama Buyers Summit on Sunday 7 April 2019.

The selection decisions are final and without appeal. By entering a programme, the Applicant agrees not to challenge the selection decisions on any ground.

The Applicant will be informed on the selection of his/her programme by email by Reed MIDEM, late January 2019.

Official Selection public announcement will be made by Mid-March 2019.

### **ITEM 4: OBLIGATIONS AND BENEFITS FOR APPLICANTS WITH A PROGRAMME SELECTED**

Each applying company behind a selected series will be allowed to bring up to 3 people to attend the MIPDrama Buyers Summit (producer, distributor, creator).

Selected programme applicants for the MIPDrama Buyers Summit 2019 will be responsible for registration, accommodation, flights and expenses on site and other costs and expenses of attending and participating in all aspects of the event.

The Applicant is authorised to mention the selection of his/her programme at the MIPDrama Buyers Summit in his/her promotional activities.

The information provided in the online Entry Form may be used by Reed MIDEM to promote the selected programmes in all communication/promotional tools relating to the MIPDrama Buyers Summit 2019 and MIPTV 2019:

- Website, Show News and all related e-communications, including social media.
- Printed MIPDrama Buyers Summit programme, Preview magazine and Daily News (distributed to the international press and the overall community attending the market).
- Any other promotional/marketing tools that Reed MIDEM or MIP Markets may use for informational or promotional purposes.

The Applicant authorises the use of this information for promotional purposes.

The applicant behind a selected series commits to provide promotional material (visual, trailer, synopsis, credits) that may be used to promote MIPDrama Buyers Summit in other events organised by Reed MIDEM;

Reed MIDEM may make pictures of the screening 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](mailto: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](http://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](mailto: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.

### **ITEM 5: CLAIMS**

Submitting a programme for MIPDrama Buyers Summit 2019 implies full acceptance of the present Terms and Conditions.

These Terms and Conditions are governed and shall be construed in accordance with French law.

No claims related to the selection of a programme or any other aspects of selection process, will be accepted. The Director of MIPTV 2019 has the power to settle all cases not covered by the present Terms. Everyone may have access to the data posted online in the frame of the event. Reed MIDEM cannot be held liable for the use that could be made of these data by third parties.

### **ITEM 6: MISCELLANEOUS**

In the event of circumstances independent of Reed MIDEM's will and resulting in the impossibility of organising MIPDrama Buyers Summit 2019, shall be cancelled without any indemnification whatsoever. The present Terms and conditions are governed by French Law. FOR ANY DISPUTE ARISING IN CONNECTION WITH THE CONSTRUCTION AND/OR PERFORMANCE OF THE PRESENT TERMS, THE COURTS HAVING JURISDICTION AT THE PLACE OF THE REGISTERED OFFICE OF REED MIDEM WILL SOLELY BE COMPETENT TO RULE ON THE MATTER, WHICH IS EXPRESSLY ACKNOWLEDGED AND AGREED BY THE PARTIES.