

MIPDOC INTERNATIONAL BUYER SCREENINGS TERMS AND CONDITIONS

ITEM 1: SUBJECT

RX France, a company organised in the legal form of a *société par actions simplifiée* (simplified joint stock company) with a capital of 90,000,000 euros, having its registered offices at 52 Quai Dion Bouton 92800 Puteaux, France, registered with the Nanterre Companies Registry under n°410 219 364, is the official organiser of MIPDrama.

MIPDOC INTERNATIONAL BUYER SCREENINGS is a closed-door event for international buyers, aimed at curating the best of new final cut documentary and factual programmes from around the world.

Up to 10 selected programmes will be presented in front of registered leading acquisition executives. The selected series will be introduced by a single host.

MIPDOC INTERNATIONAL BUYER SCREENINGS will take place on the eve of MIPTV 2023 on Sunday 16 April 2023 in the Palais des Festivals, Cannes, France.

ITEM 2: CONDITIONS OF PARTICIPATION AND APPLICATION FOR SELECTION TO MIPDOC INTERNATIONAL BUYER SCREENINGS

MIPDOC INTERNATIONAL BUYER SCREENINGS (application process, reception of the programmes and selection), as set up by RX France, is open to all producers and distributors around the world who wish to present new high-end documentary/factual programmes.

2.1 Criteria for Application

To be eligible, the programme should:

- be an upcoming new high-end finished factual / documentary production (or final stage production)
- have a minimum of 10 minutes available to screen in finished quality at the event in April
- be 100% financed
- never have been presented before at a festival/market or to buyers prior to MIPDOC INTERNATIONAL BUYER SCREENINGS
- be either a one-off programme or a series in its first season (returning seasons are not eligible)
- have worldwide rights available.

2.1.2 The Applicant must:

- Complete in English the online Entry Form provided by RX France's Editorial Team and also available at www.miptv.com by **20 February 2023**
- 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 12 minute preview extract (no trailer, no promo reel or assemblage of scenes), subtitled in English by **3 April 2023** to be presented at MIPDOC Screenings 2023. Exact duration to be confirmed by RX France.
- The delivery of selected programmes by **3 April 2023** has to be a high-definition file for the screening according to technical specifications provided by RX France.

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 on Sunday 16th April 2023 at the MIPDOC INTERNATIONAL BUYER SCREENINGS must meet the technical specifications provided by RX France.

2.2 Other conditions/obligations

- The application deadline is 20 February 2023. After this date, no additional programmes will be considered. RX France cannot accept responsibility for lost entries due to internet and/or technical problems related to use of internet of the Applicant. Proof of sending is not proof of receipt.
- There is no cost to submit a programme.
- All companies retained in the Official Selection, to present their programme during the MIPTV 2023 screening, need to be registered to MIPTV at their own costs.
- By entering the competition, the Applicant:
 - a) Agrees to be bound by these Rules and Regulations. Applicant agrees that any failure to abide by any term and condition contained in these Rules and Regulations may result in the disqualification of the Applicant's submission. Applicant acknowledges that all rulings of RX France and all decisions of the Jury shall be binding and final.
 - b) Warrants that the submission is the original work of the Applicant, that the Applicant has the right and authority to submit and present the Entry, and that the Applicant's 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 RX France has reason to believe that an Entry contains any material that may infringe upon or violate any right or law, such Entry may be disqualified by ruling of RX France. If an Entry is disqualified for such reasons, no refund of the MIPTV Registration Fee will be granted.
 - c) Acknowledges that their Entry is submitted voluntarily. Applicant recognizes the possibility that elements of their Entry may be identical or similar to material which has or may come from or is developed by other sources to RX France; its affiliates, personnel (including, without limitation, employees, officers, directors); its parent, subsidiary and affiliated companies, and the directors, officers, agents, representatives and employees of RX France, and the members of the Jury (collectively, "Recipients"). Applicant understands and agrees that a Recipient's use of such other material containing elements identical or similar to those contained in the submitted 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 or entity.

- d) Guarantees that their Entry does not contain third party copyrighted materials, images or music unless all necessary licenses, clearances, releases and/or permissions have been obtained by Applicant providing for rights in all media worldwide in perpetuity. Applicants who do not hold copyright ownership of the Entry or any elements contained within must obtain written consent and agreement from the rights owner to be bound by these Rules and Regulations and at RX France's request, must be able to provide a copy of such written consent and agreement from the rights owner.
- RX France reserves the right to reject any programme should its content be perceived by RX France 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 production value, creative and storytelling value, originality and worldwide appeal.

All submitted programmes will be reviewed by a Selection Committee made of the RX France's Editorial Team and international jury members. 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 MIPDOC INTERNATIONAL BUYER SCREENINGS on 16 April 2023.

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 RX France, week of 7th March 2023.

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

Official Selection public announcement will be made by week of 13th-March 2023.

Each applying company behind a selected programme will be allowed to bring up to 3 people (registered to MIPTV 2023) to attend MIPDOC INTERNATIONAL BUYER SCREENINGS (producer, distributor, creator).

Selected programme applicants for MIPDOC INTERNATIONAL BUYER SCREENINGS will be responsible for registration, accommodation, flights, 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 MIPDOC INTERNATIONAL BUYER SCREENINGS in his/her promotional activities.

The information provided in the online Entry Form may be used by RX France to promote the selected programmes in all communication/promotional tools relating to MIPDOC INTERNATIONAL BUYER SCREENINGS 2023 and MIPTV 2023:

- Website, Show News and all related e-communications, including social media.
- Any other promotional/marketing tools that RX France or MIP Markets may use for informational or promotional purposes.

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

The Applicant behind a selected programme commits to provide promotional material (visual, trailer, synopsis, credits) that may be used to promote MIPDOC Screenings in other events organized by RX France;

RX France may make pictures and/or recordings of the screening session the Applicant is involved in. The Applicant authorizes RX France to use recording taken during the session on MIPTV's website, printed material, online campaigns and/or RX France'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.

All companies selected to showcase their programme will get:

- An exclusive screening of an extract of the selected programme to attending buyers at the MIPDOC International Buyer Screenings on Sunday 16th April 2023
- Promotion of the programme and your company name in prominent communication tools related to MIPDOC and MIPTV 2023.

ITEM 5: PRIVACY AND DATA POLICY

RX France 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 RX France 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. RX France 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 privacy center (privacy.reedexpo.com/en-gb/privacy-centre.html). 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

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

RX France 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 RX France may take in order to exercise its rights and of any damages to which RX France may be entitled as a result of such non-respect of the present provisions.

ITEM 6: CLAIMS

Submitting a programme for MIPDOC INTERNATIONAL BUYER Screenings 2023 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.

ITEM 7: MISCELLANEOUS

In the event of circumstances independent of RX France's will and resulting in the impossibility of organising MIPDOC INTERNATIONAL BUYER SCREENINGS 2023, shall be cancelled postponed or held online, 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 RX FRANCE WILL SOLELY BE COMPETENT TO RULE ON THE MATTER, WHICH IS EXPRESSLY ACKNOWLEDGED AND AGREED BY THE PARTIES