

MIPFORMATS PITCH 2023

RULES AND REGULATIONS

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 the MIPFORMATS Project Pitch.

The MIPFORMATS Pitch is the international pitching event for individuals and companies with innovative concepts for new, non-scripted entertainment formats, taking place during MIPTV on Monday 17 April 2023, in the Palais des Festivals in Cannes, France (the "Event").

This Event is organised by RX France during MIPTV 2023. If MIPTV 2023 is not physically held in Cannes, the MIPFORMATS Pitch shall be held online or postponed.

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

ITEM 2: PARTICIPATION IN THE MIPFORMATS PITCH COMPETITION

2.1 CRITERIA OF PARTICIPATION

The MIPFORMATS Pitch is open to 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, broadcast on linear television or non-linear television, or exhibited in any other manner yet, and for which the worldwide format and distribution rights are still available.

The call for entries is open to all creators and producers. Each of the five (5) finalists will be offered one (1) registration free of charge for MIPTV. Any other person participating in the Event must pay for a MIPTV registration to attend the Event. Submit your project by filling out the "MIPFORMATS Pitch" online form.

All submissions shall be made in English.

Five (5) finalists (each, a "Finalist") will be selected and will receive the opportunity to appear live on stage at the Event to present their project (or online if necessary).

Each party seeking to enter the competition ("Applicant") must submit the following materials ("Pitch Entry") to RX France (maximum 3 submissions per individual or company):

- The duly completed online Pitch Entry Form including agreement to the MIPFORMATS Pitch 2023 Rules and Regulations.
- The required pitch materials:
 - The Pitch presentation (2 pages max. on a WORD, PDF, or 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
 - 2-min elevator pitch: a video of the creator pitching the format is required
 - Any additional materials will be welcome
 - The working language of the MIPFORMATS Pitch is English.

All required pitch materials, as set forth hereinabove, must be received by RX France no later than **9 March 2023 midnight French time**. RX France reserves the right to extend this date.

- Incomplete or late Pitch Entries may be disqualified by

ruling of RX France.

- RX France will not be responsible for late, lost, damaged, incomplete or ineligible Pitch Entries.

- A sizzle reel will be required only for all Finalists who will pitch onsite at MIPTV.
- 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.

- RX France reserves the right to disqualify a Pitch Entry, if eligibility requirements are not met. If a Pitch Entry is disqualified for such reasons, no refund of the MIPTV registration fee will be granted (if any) and if a MIPTV registration was provided by RX France to the Applicant, it will be voided.

By entering a submission, the Applicant:

- 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 Pitch Entry. Applicant acknowledges that all rulings of RX France and all decisions of the Jury (as defined below) shall be binding and final.
- Warrants 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 RX France 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 RX France. If a Pitch Entry is disqualified for such reasons, no refund of the MIPTV Registration Fee will be granted (if any) and if a MIPTV registration was provided by RX France to the Applicant, it will be voided.
- Acknowledges that their Pitch Entry is submitted voluntarily. Applicant recognizes 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 RX France; its affiliates, personnel (including, without limitation, employees, officers, directors); Fox Alternative Entertainment ("FAE"), its parent, subsidiary and affiliated companies, and the directors, officers, agents, representatives and employees of each of them, 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 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 or entity.
- Guarantees that their Pitch 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 Pitch 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.
- Confirms their availability to pitch their project on stage on Monday 17 April 2023 if they are selected as a 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 may be scheduled on Sunday 16 April 2023. Final rehearsal schedule will be confirmed by RX France to all Finalists at the announcement of the selection and is mandatory.

2.2 CONDITIONS OF PARTICIPATION

Correct entry information is the responsibility of the Applicant. RX France 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 in 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 RX France. If a Pitch Entry is disqualified for such reasons, no refund of the MIPTV registration fee will be granted (if any) and if a MIPTV registration was provided by RX France to the Applicant, it will be voided.

RX France 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, as pornographic, racist, provocative, discriminatory or violent, or as having commercial or promotional aim, for the benefit of a company. RX France reserves its rights in case of any infringement of this kind.

RX France may take pictures, film, and recordings (collective, "Recordings") of the live session the Applicant is involved in. The Applicant authorizes RX France to use the Recordings taken during the session on MIPTV's website, printed material, online campaigns and/or RX France's partners' and FAE's websites, printed material, online campaigns, 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 Recordings are made.

RX France collects Applicants' personal data by the present document or during participation in and in connection with the Event (attended places or events, services operated) in accordance with the following provision and the Privacy Policy available at <https://privacy.rxglobal.com/en-gb.html>. This data is processed electronically by RX France for the purposes of managing and publishing participants' data file, and Applicants data 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, Applicant undertakes 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 FAE, located outside the European Economic Area, to carry out activities in connection with this MIPFORMATS Pitch 2023 Event and for commercial prospecting;
- communicated to MIPTV 2023 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, RX France has implemented and maintains 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.
- Applicants may exercise their right to access, obtain, correct and oppose the use of their personal data via <https://privacy.reedexpo.com/en-gb.html>. In case of unsatisfied answer to Applicant's request, Applicants 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 dismissal 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.

Applicant agrees 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 and Regulations, 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 MIPFORMATS Pitch and each of the five (5) Finalists will be offered one (1) registration free of charge for MIPTV 2023. However, any other person participating in the Event must pay for a MIPTV registration to attend the Event.

The Finalists will be responsible for accommodation, flights and expenses on site and all 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 factors, including, but not limited to, creativity, uniqueness and innovation, capacity of returning for multiple seasons, potential to travel, with a powerful concept and stake, and a feel good and fun touch for a co-viewing experience.

The Finalists' selected projects will also have to be well structured, tightly formatted; fitting in the following genres of non-scripted formats: formatted reality series, studio game shows, or entertainment (studio or in the field).

All submitted Pitch Entries will be reviewed by a jury designated by FAE (the "Jury").

Among all Pitch Entries, the Jury will select **five** (5) Finalists and two (2) alternates ("Alternates") who will be informed of their selection by end of March 2023 and an official announcement will be made prior to the Event.

RX France or FAE shall have the right to have an Alternate(s) replace a Finalist(s) in the event that said Finalist(s) is deemed ineligible (including, but not limited to, the Finalist's inability to attend the rehearsal or have a representative attend, inability to attend the live session of the Event, inability to reach an agreement with FAE [the "FAE Agreement"] and execute and return it prior to the rehearsal and live sessions on a date to be designated by FAE, or is otherwise disqualified).

On a date designated by FAE that is prior to the rehearsal and live sessions, each of the Finalists (and Alternates) must enter into, execute and return the FAE Agreement. The FAE Agreement will set forth the rights to the format and services to be provided by the Winner (as defined below) pursuant to FAE's customary terms and conditions for projects of this type. Contingent upon having entered, executed, and returned the FAE Agreement to FAE on a date designated by FAE that is prior to the rehearsal and live sessions, the selected project of the Winner will become part of FAE's Format Fund and will be pitched to global format buyers by FAE. There is no obligation on the part of FAE to sell or license the format rights or to finance any production.

The Finalists and Alternates shall ensure that all rights in and to their Pitch Entries are available at such time (including, but not limited to, for sale to the international format distribution market).

Only Finalists (or Alternates, if applicable) 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.

Each Finalist and Alternate accordingly authorizes RX France to use his/her name and likeness without compensation and if necessary, that of its representative(s) present during the MIPFORMATS Pitch public session.

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

ITEM 4: THE PRIZE

All Finalists (as determined by the Jury) will receive:

- Visibility during the on-stage pitching in Cannes during MIPTV 2023
- Visibility in MIPTV 2023 communication and marketing tools (official conference programme, MIPTV website and social networks)
- Opportunity to meet with the Jury members in Cannes or online

The Finalist with the best pitch (as determined by the Jury) (the "Winner") will receive the following prize ("Prize"):

- Editorial coverage in the MIPTV daily news, on the MIPTV website and MIPBlog; and
- 1 free registration to MIPTV 2024
- The FAE Agreement entered into between the Winner and FAE, and signed and returned prior to the rehearsal and live sessions, will become effective. Contingent upon having signed and returned the FAE Agreement by the date designated by FAE, the Winner will also receive \$5,000 US Dollars to further develop their format in cooperation with FAE.

If the Winner declines all or part of the Prize or is unable to reach an agreement with FAE, then the Winner is deemed to have rejected the Prize and FAE and RX France are relieved of any and all obligations with respect to such Prize.

If the Winner is ineligible to receive the Prize being provided to the Winner, or rejects part or all of the Prize, then RX France or FAE shall have the right, but not the obligation, to select another Finalist to be deemed the Winner.

ITEM 5: CLAIMS

By submitting a Pitch Entry, the Applicant expressly agrees to be bound by these Rules and Regulations, and any applicable changes, modifications, or amendments thereto.

RX France reserves the right to change, modify or amend the Rules and Regulations at any time (including, but not limited to, changing the number of Finalists and Alternates).

If for any reason the MIPFORMATS Pitch 2023 is interrupted, delayed or cancelled or cannot be completed as planned, RX France reserves the right to postpone, suspend, terminate or hold online the MIPFORMATS Pitch 2023 and to not provide the Prize or other opportunities in Item 4.

Further, if MIPTV 2024 is cancelled, then no free registration shall be provided to the Winner.

If any provision of the Rules and Regulations 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 and Regulations, the Applicant's Pitch Entry may be disqualified by ruling of RX France.

RX France and FAE are exempt from any liability arising from the selection of Finalists and the best pitch, development, exploitation and distribution of the format. The Winner shall be responsible for any and all applicable tax or other obligations associated with Prize acceptance and use not specified herein as being provided in connection with any Prize.

FAE has no obligation to actually use any pitch submission, and nothing related to the MIPFORMATS Pitch shall put FAE in a position worse than the general public.

By participating, each Applicant agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the competition without the prior consent of the Recipients, which either may withhold in their sole discretion.

ITEM 6: MISCELLANEOUS

If for any reason the MIPFORMATS Pitch is interrupted, delayed or cancelled or cannot be completed as planned, RX France reserves the right to postpone, suspend or cancel the MIPFORMATS Pitch 2023.

In the event of such a cancellation, suspension or postponement regardless of the grounds of the cancellation, suspension or postponement, it is agreed that RX France will not be liable to pay any damages, compensation or penalty on account of the said cancellation, suspension or postponement and this is expressly accepted by the Applicant.

ITEM 7: 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 RX FRANCE'S REGISTERED OFFICES WILL BE SOLELY COMPETENT TO RULE ON ANY DISPUTE ARISING IN CONNECTION WITH THE CONTENT OR THE ENFORCEMENT OF THE RULES AND REGULATIONS.