

MIPFORMATS PITCH

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 the MIPFORMATS 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 MIPFORMATS on Sunday 7 April 2024, in the Palais des Festivals in Cannes, France.

If MIPTV 2024 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: MIPFORMATS PITCH CALL FOR ENTRIES

2.1 CRITERIA OF PARTICIPATION

The MIPFORMATS 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 yet commissioned or broadcasted on linear television or non-linear platforms and for which the worldwide format rights are still available.

To qualify, submitted project(s) must be:

- Unscripted Formats as : Entertainment / Factual Entertainment/Game Show/ Reality Show/Scripted reality/ studio entertainment
- Original concepts
- Not yet been commissioned or broadcast on linear or nonlinear television or exhibited in any other manner.
- Must have worldwide format rights still available.

RX France 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 MIPTV registration fee will be granted.

The call for entries for the preselection of the 5 finalists is open to all.

Submit your project by filling out the "MIPFORMATS Pitch" online form"
All submissions should be made in English.

All required materials, as set forth hereinabove, must be received by RX France no later than **26 February 2024 midnight French time** (the "Entry Deadline").

Incomplete or late entries may be disqualified by ruling of RX France.

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

By submitting a project for the MIPFORMATS Pitch, the Applicants:

- Agree to be bound by these Terms and Conditions. Applicants agree that any failure to abide by any term and condition contained in these Terms and Conditions may

result in the disqualification of the applicant's Pitch Entry. Applicants acknowledge that all rulings of RX France 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 RX France has reasons 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 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 RX France; 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 RX France'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 the MIPTV stage on Sunday 7 April 2024 from 16.30 to 17.45 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 may be scheduled on Saturday 6 April 2024 from 17.45 to 19.00.

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.

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 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 RX France. If a Pitch Entry is disqualified for such reasons, no refund of the MIPTV registration fee will be granted.

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, 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.

Applicant's Company and delegates do not need to be registered for MIPTV 2024 in order to submit project(s).

The 5 selected finalists will be offered one free registration for MIPTV 2024. Additional registrations will need to be paid for MIPTV 2024.

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.

The Finalists are authorised to mention the selection of their project at the MIPFORMATS Pitch in their promotional activities.

The information provided as part of the submission in the MIPFORMATS Pitch Form may be used by RX France to promote the selected programmes in all communication/promotional tools relating to the MIPTV 2024:

- Website, Show News and all related e-communications, including social media.
- Printed MIPTV 2024 programme, Preview magazine (distributed to the international press and the overall community attending the market).
- Any other promotional/marketing tools that RX France or MIP Markets may use for informational or promotional purposes.

The Finalists authorise the use of this information for promotional purposes.

RX France may make pictures of the live session the Applicant is involved in. The Applicant authorizes RX France to use pictures 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.

ITEM 3: SELECTION PROCESS

All eligible Pitch Entries received will undergo a selection round of judging based on the criteria of:

- Original & creative concepts
- Powerful concept and stake
- Capacity of returning for multiple seasons
- Have potential to travel as a format to countries small and large.
- Well structured, tightly formatted.

The selection process and criteria of eligibility of finalists are subject to modification should a sponsor take part in the MIPFORMATS Pitch. In case of such event, the MIPFORMATS Pitch definitive Terms and Conditions will be published on the MIPTV website no later than 26 February 2024.

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

Five Finalists will be selected to pitch their project on the MIPTV/MIPFORMATS stage.

The Finalists will be informed of their selection by mid March and an official announcement will be made by the 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) RX France to use his/her name and likeness and if necessary, that of its representative(s) present during the MIPFORMATS Pitch public session.

ITEM 4: THE GAIN

All finalists will get:

- 1 Free registration to MIPTV 2024
- Visibility during the on-stage pitching in Cannes during MIPFORMATS /MIPTV 2024
- Visibility in MIPDOC/MIPTV 2024 communication and marketing tools (official conference programme, MIPTV website and social networks)

The winner will get:

- Editorial coverage on the MIPTV website and MIPBlog
- 1 free registration to MIPCOM 2024
- 1 MIPFORMATS Trophy

ITEM 5: CLAIMS

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

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 RX France.

ITEM 6: PERSONAL DATA

RX FRANCE collects Applicants' personal data by the present document or via an online database, or during participation to the Event (attended places or events, services operated) in accordance with the following disposition and RX FRANCE Privacy Policy (<https://privacy.reedexpo.com/en-gb.html>).

The data is processed by RX FRANCE for the purposes of carrying out its contractual obligations (notably customer's data base management, access to the online Applicants' database, events, services and ticketing management, invoicing and cash collection management) 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 Applicants to enable them to prepare the Event, network, promote their business and schedule their business appointments during the Event. In this respect, Applicants undertake not to use the data for any other purposes. Applicants that would use the data contained in the database for their own purpose are deemed data controllers and bear all the liabilities of this status towards other Applicants. RX FRANCE will provide its best efforts to stop by any means any disturbance caused by any forbidden use of personal data. RX FRANCE shall, under no circumstances, be held liable regarding the unlawful data processing and use from other Applicants or third parties;

transmitted to parties 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 Applicants, 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 but not limited to media 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 meets 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, to the extent that such data is processed solely by RX FRANCE, by writing to Privacy Centre webform (<https://privacy.reedexpo.com/en-gb/privacy-centre.html>).

In case of unsatisfied answer to Applicants' request, Applicants may raise a complaint before the French National Data Protection Authority (Commission Nationale Informatique et Libertés or CNIL) www.cnil.fr

ITEM 7: 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 terminate the MIPFORMATS Pitch 2024.

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 or postponement and this is expressly accepted by the Applicant.

ITEM 8: 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.