

# TERMS & CONDITIONS

## MIPJunior Project Pitch



### 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, 92200 Boulogne-Billancourt, registered with the Nanterre Commerce and Companies Registry under the number 662 003 557. is the official organiser of MIPJunior Project Pitch.

The MIPJunior Project Pitch is a unique competition to highlight new kids TV projects with the greatest potential open to all creators and producers looking for financing their projects in development, taking place during **MIPJunior (12-13 October 2019), in JW Marriott, Cannes, France.**

This event is organised by Reed MIDEM during MIPJunior, the leading showcase for kids programming (12-13 October 2019), ahead of MIPCOM (14-17 October 2019)

The aims of the MIPJunior Project Pitch are to promote creative talent and innovative content and encourage business with international key decision makers.

### ITEM 2: PARTICIPATION IN THE MIPJUNIOR PROJECT PITCH CALL FOR ENTRIES

#### 2.1 CRITERIA OF PARTICIPATION

The call for entries is open to MIPJunior delegates who have submitted a project “**Early Stage**” & “**In Development**” in the MIPJunior Screenings Library:

1. Go to [screenings.my-mip.com](http://screenings.my-mip.com). Log in using your email address and password. These are the same details as for the MIPJunior online database.
2. Upload your text and photo to submit a project and tick “MIPJunior Project Pitch” in the *section Pitch & Matchmaking Events*.
3. Upload your video (optional for projects) – check the “video upload – technical specifications” for this. The system will automatically encode your file. For projects without videos, please select the mention: *no video available for this content in the screenings library*.
4. Preview and approve your content for market.

All submissions should be made in English.

Reed MIDEM 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 MIPJunior registration fee will be granted.

#### By submitting a project for the MIPJunior Project Pitch, applying companies must:

- Submit their project(s) into the MIPJunior Screenings Library from 2 July 2019 to 10 September 2019: all required material must have been sent by this date;
- Acknowledge they must come to MIPJunior (12-13 October 2019) in Cannes and present a sizzle reel or a mood board of maximum 90” as part of the live pitch, in case the project is selected.
- Confirm their availability to pitch in English their project on the MIPJunior stage on 13 October 2019 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.
- Acknowledge they must be in Cannes one day prior to the first day of MIPJunior (11 October 2019) to attend a preparatory and mandatory technical meeting. Exact schedule will be confirmed by Reed MIDEM to all Finalists at the announcement of the selection;
- Agree to be bound by the Rules and Regulations. Applicants agree that any failure to abide by any term and condition contained in the Rules and Regulations may result in the disqualification of the applicant’s Pitch Entry. Applicants acknowledge that all rulings of Reed MIDEM 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 Reed MIDEM 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 Reed MIDEM. 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 Reed MIDEM; 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

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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 Reed MIDEM's request, must be able to provide a copy of such written consent and agreement from the rights owner.

### **2.2 CONDITIONS OF PARTICIPATION**

Correct entry information is the responsibility of the applicant. Reed MIDEM 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 Screenings Library 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 Reed MIDEM. If a Pitch Entry is disqualified for such reasons, no refund of the MIPJunior registration fee will be granted.

Reed MIDEM 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. Reed MIDEM reserves its rights in case of any infringement of this kind.

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. Such data processing is reported to the French National Data Protection Authority (Commission Nationale Informatique et des Libertés or CNIL).

This data may be transmitted to recipients, some of whom are located outside the European Union, while benefiting from the exception provided for in Article 69 paragraph 6 of French Data Protection Act of 6 January 1978, as amended.

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. The Organiser reserves the right to stop by any means any disturbance caused by any forbidden use of personal data.

- Communicated to third parties that have entered into contracts with the Organiser, in particular the companies of the Reed Elsevier group, service providers and partners of the Organiser, who can be located all over the world
- Communicated to Participants, such as speakers, sponsors, exhibitors, who can be located all over the world to carry out commercial prospecting.
- Used on all distribution and promotional media in connection with the relevant event including over the internet.

In accordance with the French Data Protection Act of 6 January 1978, as amended, Participants 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).

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.

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.

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

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

- Entertainment content targeting kids & teen audiences (all genres)
- Creativity & Originality in storytelling techniques, characters, look, story and themes
- Worldwide appeal
- Potential for TV and multi-platform brand extension
- Early stage to In development projects

The selected projects will also have to be:

- Well written with a clear statement of the viability of the project
- New and original concepts which have not been commissioned or released yet and for which the worldwide rights are still available.

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Submitted projects will be reviewed by an international Jury of experts from the Kids Industry.

Five Finalists (the jury may slightly vary this number, depending on projects) will be selected to pitch their project on the MIPJunior stage.

The Finalists will be informed of their selection by end of September and an official announcement will be made beginning of October.

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

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 authorises Reed MIDEM to use his/her name and likeness and if necessary, that of its representative(s) present during MIPJunior Project Pitch public session.

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

### ITEM 4: THE GAIN

All finalists will get:

- Visibility during the onstage pitching in Cannes during MIPJunior 2019
- Visibility in MIPJunior communication and marketing tools (MIPJunior website, social media and onsite conference advertisement)

The winner will benefit from:

- Editorial coverage in the MIPCOM Daily News, on the MIPJunior website and MIPBlog
- 1 free entrance to MIPJunior 2020
- 1 free project registration in the MIPJunior Screenings Library in 2020

### ITEM 5: CLAIMS

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

Reed MIDEM reserves the right to change, modify or amend the Rules at any time.

If for any reason the MIPJunior Project Pitch is interrupted, delayed or cancelled or cannot be completed as planned, Reed MIDEM reserves the right to postpone, suspend or terminate the MIPJunior Project Pitch 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 Reed MIDEM.

### ITEM 6: 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 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.