

FORMAGINATION AT MIPFORMATS – THE INTERNATIONAL FORMAT PITCH 2018

RULES AND REGULATIONS

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 the Formagination at MIPFormats – The International Format Pitch competition.

Formagination at MIPFormats – The International Format Pitch 2018 is the international pitching event for individuals and companies with innovative concepts for new, non-scripted entertainment formats, taking place during MIPFormats on Saturday 7 April 2018, in the Palais des Festivals in Cannes, France.

This event is organised by Reed MIDEM during MIPFormats 2018 and backed by global partner Armoza Formats, located in 16 Haarbass street, Tel Aviv 6473916, Israel, within the framework of MIPFormats (collectively, the "Recipients").

The aims of Formagination at MIPFormats – The International Format Pitch 2018 are to encourage, promote and reward creativity, originality and innovation.

ITEM 2: PARTICIPATION IN FORMAGINATION AT MIPFORMATS – THE INTERNATIONAL FORMAT PITCH 2018 COMPETITION

2.1 CRITERIA OF PARTICIPATION

Formagination at MIPFormats – The International Format Pitch 2018 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 commissioned or broadcast on linear television or non-linear television yet and for which the worldwide format and distribution rights are still available.

Reed MIDEM and Armoza Formats reserve 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 MIPFormats registration fee will be granted.

Each Applicant must submit the following materials to Reed MIDEM:

- The duly completed online Pitch Entry Form including agreement to Formagination at MIPFormats – The International Format Pitch 2018 Rules and Regulations.
- The required pitch materials:
The Pitch presentation (on a WORD (2 pages max.), PDF, or on a 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
 - A 2mn video streaming link of the creator pitching the format
 - Any additional materials will be welcome but not necessary for the first round of submissions.

- The working language of Formagination at MIPFormats – The International Format Pitch 2018 is English.
- All required pitch materials, as set forth hereinabove, must be received by Reed MIDEM no later than 16 February 2018 (the "Entry Deadline"). Incomplete or late entries may be disqualified by ruling of Reed MIDEM.
- Reed MIDEM will not be responsible for late, lost, damaged, incomplete or ineligible Pitch Entries.
- A sizzle reel will be required only for those projects that are going to pitch onsite at MIPFormats. 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. The winner will be encouraged to further develop and refine the sizzle reel into a pitch trailer as part of the development prize.

By entering the competition, the Applicants:

- 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 pre-selection committee and the jurors 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 jurors of Formagination at MIPFormats – The International Format Pitch 2018: Armoza Formats and its affiliates (including, without limitation, employees, officers, directors) (collectively, the "Recipients"). 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 Reed MIDEM'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 stage on Saturday 7 April 2018 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 will be scheduled on Friday 6 April. Final rehearsal schedule will be confirmed by Reed MIDEM to all Finalists at the announcement of the selection.

2.2 CONDITIONS OF PARTICIPATION

Each company can submit up to 2 projects.

There is no cost for entering the competition.

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.

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 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 Reed MIDEM. If a Pitch Entry is disqualified for such reasons, no refund of the MIPFormats 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 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.

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.

As a condition of the competition, each Finalist agrees to enter into a further and separate written distribution and development agreement with Armoza Formats, granting Armoza Formats the exclusive worldwide international distribution and commercialization rights to the format in all media, before participation in the live Pitch. For more information related to the distribution and development agreement, please go to:

<http://www.armozaformats.com/formagination>.

ITEM 3: SELECTION PROCESS

STEP 1: APPLICATIONS REVIEW

All eligible Pitch Entries received will undergo a selection based on the criteria of creativity, originality and innovation and capacity of returning for multiple series.

The selected projects will also have to be well structured, tightly formatted; fitting in the following genres of non-scripted formats: entertainment, factual entertainment, gameshows, studio entertainment; have potential to travel as a format to countries small and large.

Submitted projects will be reviewed by an international Jury of leading executives from the Formats Industry.

STEP 2: SEMI-FINAL STAGE

The submitters who have passed the initial examination stage will be notified and invited to present their idea to representatives of the Recipients via a Skype presentation.

STEP 3: FINAL STAGE

Those who have been selected to participate in Formagination at MIPFormats – The International Format Pitch 2018 live pitch will be notified in writing by Reed MIDEM.

The Finalists shall ensure that any and all rights for their Pitch Entries are available at such time and provided the Finalists each agree to terms and conditions notified by Reed MIDEM with respect to their participation in the pitch.

Formagination at MIPFormats – The International Format Pitch 2018 is scheduled to take place on Saturday 7 April 2018 at MIPFormats 2018 in the Palais des Festivals in Cannes, France. Only Finalists will have the right to present and pitch their selected format concept 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 Formagination at MIPFormats – The International Format Pitch 2018 public session.

The submitted pitch materials of those who have been selected and have accepted to participate in Formagination at MIPFormats – The International Format Pitch 2018 will be made accessible for screening to all accredited buyers, commissioners and distributors.

ITEM 4: THE GAIN

4.1 FOR FINALISTS

All finalists will get:

- Visibility during the onstage pitching in Cannes during MIPFormats 2018
- Visibility in MIPFormats communication and marketing tools (official conference programme, MIPFormats website and social networks)
- All finalists will enter a Development and Distribution Agreement regarding the selected project with Formagination at MIPFormats – The International Format Pitch 2018's sponsor, Armoza Formats, prior to MIPFormats.

4.2 FOR THE WINNER

First place winner prize:

Subject to Armoza's terms and conditions specified in the further written agreement to be executed by the Winner and Armoza, the Winner shall receive up to \$25,000 USD. This amount shall be awarded in two parts in the following manner:

- A 5,000 USD development budget, to be used by the winner for additional development of the format. The winner will cooperate with Armoza in developing the format until it is ready for shooting a pilot.
- Up to a total of 20,000 USD will be invested by Armoza in shooting a pilot. Such investment will be granted only should an actual pilot be approved for production. This decision will be taken by Armoza at its sole discretion and shall be final and not subject to appeal. The winner will cooperate with Armoza in creating a "production bible" (a document containing all the information necessary to create the show, from a general synopsis to budget and production timetables).

Second place winner prize:

An ENTERTAINMENT MASTER CLASS module scholarship will be granted (the scholarship does not include travel and lodging expenses). The Winner will have the choice among different sessions/ timings for the module.

Applicants accept that any decisions and/or rulings made by the judging panel in respect of the Prize will be binding and final. If for any reason Formagination at MIPFormats – The International Format Pitch 2018 is delayed or cancelled or cannot be completed as planned, the Organizers reserves the right to postpone, suspend or terminate the pitch and the Prize.

Reed MIDEM undertakes to organise the event and to facilitate the professional gathering and opportunities between the Finalists and Armoza. However, Reed MIDEM shall not be held liable regarding the choices and decisions made by Armoza. Reed MIDEM is not liable for the undertakings of Armoza with regards to any agreement to be signed between Armoza and the the Finalist(s) and/or the Winner(s), nor concerned or bearing any possible liability for the future or possible contractual or not contractual relationship(s) between Armoza and the Finalist(s) and/or the Winner(s).

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 Formagination at MIPFormats – The International Format Pitch 2018 is interrupted, delayed or cancelled or cannot be completed as planned, Reed MIDEM reserves the right to postpone, suspend or terminate Formagination at MIPFormats – The International Format Pitch 2018.

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 JURIDICTION

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.