

## **MIP CANCUN ENTERTAINMENT PITCH 2019**

### RULES AND REGULATIONS

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 MIP Cancun 2019 tradeshow and the related MIP Cancun Entertainment Pitch 2019 competition. The rules and regulations (the "Rules") for the MIP Cancun Entertainment Pitch 2019 are set forth hereinafter:

#### **1. AIMS**

**1.1** The MIP Cancun Entertainment Pitch 2019 is the Latin American pitching event for individuals and companies with innovative concepts for new, non-scripted entertainment formats, taking place during MIP Cancun on Thursday 21<sup>st</sup> November 2019, at Moon Palace Resort, Cancun Mexico. This event is organised by Reed Midem during MIP Cancun 2019 and backed by global partner all3media international, located in Berkshire House, 168-173 High Holborn, London, United Kingdom, within the framework of MIP Cancun.

**1.2** The aims of the MIP Cancun's Entertainment Pitch 2019 are to encourage, promote and reward creativity, originality and innovation.

#### **2. APPLICATIONS**

**2.1** The MIP Cancun Entertainment Pitch 2019 is open to all creators and producers from Latin America and US Hispanic markets (under the banner of a company or otherwise) to present their new and original, non-scripted entertainment formats.

**2.2** The working languages of the MIP Cancun Entertainment Pitch 2019 are English and Spanish.

**2.3** Applicants for the MIP Cancun Entertainment Pitch 2019 shall submit all required pitch materials to present their new format concepts.

The Pitch presentation (on a WORD – 2 pages max.), PDF, or on a short PowerPoint document in English – 10 pages max) 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, etc
- 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
- Any additional materials will be welcome but not necessary for the first round of submissions.

A sizzle reel will be required only for those projects that are shortlisted from which the judges will select the final projects to be pitched onsite at MIP Cancun 2019. 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.

**2.4** By submitting a Pitch Entry, 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.

**2.5** Applicants 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 pre-selection committee or the jurors in the final round of the MIP Cancun Entertainment Pitch 2019; all3media international 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.

**2.6** Pitch Entries must not contain third party copyrighted materials, images or music without the applicant first obtaining 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.

**2.7** Each applicant represents and warrants to the Recipients 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.

**2.8** 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 Registration Fee will be granted.

**2.9** The Organiser collects participants' personal data by the present document or during participation to the Event (attended places or events, services operated). The data is processed by the Organiser for the purposes of carrying out its contractual obligations (notably customer's data base management, 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 App 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. Reed MIDEM 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 buyers, 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: [contact.dpo@reedmidem.com](mailto:contact.dpo@reedmidem.com). 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](http://www.cnil.fr)

**2.10** 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.

### **3. ELIGIBILITY**

**3.1** Pitch Entries are eligible to enter the selection process for the MIP Cancun Entertainment Pitch 2019, if the Pitch Entry is a new and original format concept which has not been commissioned or broadcast on linear television or non-linear television yet and for which the worldwide format rights are still available. Entries that are under option at the time of submission are not eligible for the contest.

**3.2** 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 MIP Cancun Registration Fee will be granted.

### **4. REQUIRED ENTRY MATERIAL AND ENTRY DEADLINE**

**4.1.** Each applicant must submit the following materials to Reed Midem:

- The duly completed online Pitch Entry Form, including agreement to the Mipcancun Formats Pitch 2019 Rules and Regulations.
- The required pitch materials

**4.2.** A sizzle reel will also be required for the selected projects selected as part of the short list.

**4.3.** All required pitch materials, as set forth hereinabove, must be received by Reed Midem no later than September 13th, 2019 (the "Entry Deadline").

**4.4.** Incomplete or late entries may be disqualified by ruling of Reed Midem.

**4.5.** Reed Midem will not be responsible for late, lost, damaged, incomplete or ineligible Pitch Entries.

### **5. PRE-SELECTION PROCESS**

**5.1** All eligible Pitch Entries received will undergo a pre-selection round of judging 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, game shows, studio entertainment; have potential to travel as a format to countries small and large. Reed Midem and all3media international may appoint a pre-selection committee comprised of industry experts, as Reed Midem and all3media international may deem appropriate, in its sole discretion.

**5.2** The first round of judging will be led by all3media International's team of experts. A shortlist of 10 projects will then be presented to the Short List Judges.

**5.3** In this pre-selection round of judging, five Pitch Entries will be selected to proceed to the final round of the Mipcancun Formats Pitch 2019 ("Finalist").

**5.4** The Finalists will be announced by Reed Midem by 21<sup>st</sup> October 2019 November 2019 on the MIP Cancun website. Those who have been selected to participate in the final round of the Mipcancun Formats Pitch 2019 taking place on Thursday 21<sup>st</sup> November, 2019 will be notified in writing by Reed Midem.

5.5 The Finalists shall confirm their availability to pitch their project on stage on Thursday 21<sup>st</sup> November, 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. This rehearsal is mandatory and will be scheduled on Wednesday 20<sup>th</sup> November, 2019. Final rehearsal schedule will be confirmed by Reed MIDEM to all Finalists at the announcement of the selection.

**5.5** 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 final round.

## **6. THE FINAL ROUND OF THE MIP CANCUN ENTERTAINMENT COMPETITION 2019**

**6.1** The final round of the MIP Cancun Entertainment Pitch 2019 is scheduled to take place on Thursday 21<sup>st</sup> November, 2019 at the Moon Palace Resort, Cancun, Mexico. 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.

**6.2** The Finalist(s) accordingly authorises Reed Midem to use his/her name and likeness and if necessary, that of its representative(s) present during the MIP Cancun Entertainment Pitch 2019 public session.

**6.3** All Finalists or their representative confirm their availability to pitch their project on stage on Thursday 21<sup>st</sup> November, 2019. 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 Wednesday November 20<sup>th</sup>, 2019. Final rehearsal schedule will be confirmed by Reed Midem to all Finalists at the announcement of the selection.

**6.4** 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.

**6.5** The submitted pitch materials of those who have been selected and have accepted to participate in this final round of the MIP Cancun Entertainment Pitch 2019 will be made accessible for screening to all accredited buyers, commissioners and distributors.

**6.6** The Finalists will get visibility during the onstage pitching in Cancun during MIP Cancun 2019; visibility in MIP Cancun communication tools (official conference programme, MIP Cancun website and social media); and a complimentary badge to attend MIP Cancun 2019 (20<sup>th</sup> —22<sup>th</sup> November 2019).

**6.7** As a condition of the competition, each Finalist agrees to enter into a further and separate written agreement with all3media international granting all3media international an option ending on 31st February 2020 if applicable, further develop the Finalist's format and acquire the distribution and exploitation rights in and to the Finalist's format upon the following terms (but not limited to the following) before participation in the live Pitch:

- **6.7.1** Ownership of the Finalist's format as pitched or developed by Finalist and all3media international shall vest in and remain with Finalist.
- **6.7.2** All distribution rights in and to the Finalist's submitted format, worldwide, shall vest in or be granted to all3media international. Whilst all3media international shall be entitled to exploit the Finalist's submitted format, subject to all3media international's standard distribution terms, fee and costs, the net revenue therefrom shall be retained by Finalist unless net receipts are to be shared with an affiliate production company of all3media international.
- **6.7.3** If Finalist's format is the Winning Pitch (see paragraph 7) or if not, unless all3media international has elected, at its sole and absolute discretion, to invest certain development monies into the further development of the Finalist's format, then the Finalist and all3media international shall have good faith discussions regarding the further development of the Finalist's format, where all3media international's affiliate production companies shall be selected to develop the Finalist's

format, where the Finalist is not a production company, or where all3media international makes it a condition that is attached to its investment into the Finalist's Pitch Entry.

Finalist may elect to be involved as a co-developer of such format together with all3media international's affiliate production company. all3media international shall consult Finalist on all creative and editorial matters relating to the Finalist's format, the proposed development thereof and credit the Finalist accordingly.

In the event of a dispute between all3media international and Finalist on any development proposal relating to a creative or editorial matter prior to the commencement of any development work or such other date set forth in the written agreement between the parties, Finalist may elect to withdraw Finalist's format from MIP Cancun Entertainment Pitch 2019 and if so withdrawn, Finalist shall have no further obligation to all3media international thereafter in respect of the Finalist's Format.

## **7. MIP CANCUN ENTERTAINMENT PITCH 2019 PRIZE**

**7.1** Subject to all3media international's terms and conditions as notified in the further written agreement entered into with each finalist and appointing all3media international as worldwide distributor of the Winning Pitch, the prize consists of an opportunity to win five thousand US dollars (\$5,000) at the event in cash for the winning Pitch Entry (the "Winning Pitch").

The Winning Pitch will be expected to use this money – and the further value prize to develop and enhance its idea, preparing it to be pitched to relevant broadcasters when appropriate post the event . In addition to the cash, the value package of \$10,000 will be tailor-made for the winner to develop their format making it ready to pitch to broadcasters.

all3media international will work with the winner to devise a bespoke package of consultancy advice and support tailored to the specific pitch and arrange time with leading executives from within the all3media group of companies, It is likely that advice will be offered from Senior Executive Producers from companies such as Studio Lambert, Maverick TV, Objective Productions, Panda Television, Second Star, Lion Television, all3media America, Film pool, Tower Productions and MME Movement as well as time with all3media International's Format Production Consultants – who are experienced in how shows can travel around the world and how to create a working format bible – an invaluable tool for any successful format.

**7.2** 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 the MIP Cancun Entertainment Pitch 2019 is delayed or cancelled or cannot be completed as planned, the judging panel reserves the right to postpone, suspend or terminate the final round and the Prize.

**7.3** Reed MIDEM undertakes to organise the event and to facilitate the professional gathering and opportunities between the Applicants and the Partners. However, Reed MIDEM shall be held liable regarding the participation of the Partner(s) to the competition and/or each Specific Terms and Conditions, proper to each Partner and/or decisions taken by the Partner. Reed MIDEM is not liable for the undertakings of the Partner vis à vis of the Applicant(s) and/or 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 the Partner(s) and the Applicant(s) and/or the Finalist(s) and/or the Winner(s).

## **8. ACCEPTING THE RULES**

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

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

**8.3** If for any reason the MIP Cancun Entertainment Pitch 2019 is interrupted, delayed or cancelled or cannot be completed as planned, Reed Midem reserves the right to postpone, suspend or terminate the MIP Cancun Entertainment Pitch 2019.

**8.4** If any provision of the Rules is declared invalid or unenforceable, all other provisions shall remain in effect.

**8.5** 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.

**8.6** Reed Midem is exempt from any liability arising from the selection of Finalists and Winning Pitch, development, exploitation and distribution rights of the format.

## **9. GOVERNING LAW AND JURISDICTION**

**9.1** The Rules shall be construed under and governed by French law.

**9.2** Applicants expressly acknowledge and agree that the Courts, which have jurisdiction over Reed MIDEM's registered office, will be solely competent to rule on any dispute arising in connection with the content or the enforcement of the Rules.

January 2019