

Terms & 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 share capital of 90 000 000 € having its registered office at 52 Quai Dion Bouton 92800 Puteaux, registered with the Nanterre Commerce and Companies Registry under the number B 662 003 557, is the official organiser of MIPJunior Project Pitch.

The MIPJunior Project Pitch **KIDS** 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 **MIPCOM (15-16 October 2022), in JW Marriott, Cannes, France.**

This event is organised by RX France.

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

ITEM 2: PARTICIPATION & CALL FOR ENTRIES**2.1 CRITERIA OF PARTICIPATION**

The call for entries is open to all MIPJunior registered participants.

1. Register to MIPJunior
2. Duly complete the entry form before **29 August, 2022**
3. Express agreement with the Mipjunior project pitch **KIDS** Terms and Conditions
4. A sizzle reel or presentation will be required only for the finalists who will pitch onsite at the MIPJunior Project Pitch **KIDS**

All submissions should be made in English.

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 MIPJunior registration fee will be granted.

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

- Submit their project into the MIPJunior Project pitch **KIDS** form from **beginning of July 2022 to 29 August 2022**: all required material must have been sent by this date.
- Acknowledge they must register & come to MIPJunior (15-16 October 2022) 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 15 October 2022 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 (14 October 2022)** to attend a preparatory and mandatory technical meeting. Exact schedule will be confirmed by RX France to all Finalists at the announcement of the selection.
- Agree to be bound by the Terms and Conditions. Applicants agree that any failure to abide by any term and condition contained in the 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 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 Registration Fee will be granted.
- Acknowledge that their Pitch Entry is submitted voluntarily. Applicants recognize 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 Terms and Conditions and at RX France's request, must be able to provide a copy of such written consent and agreement from the rights owner. Applicants will hold RX France harmless from and against any risk of claims or actions by third parties, both during and after the performance of the Agreement on the grounds of an infringement of their rights, in particular as regards the intellectual property rights in the elements supplied by the Applicants under the terms of the Agreement. To this end, the Applicant hereby agrees to hold RX France harmless from and against any claim, of any kind whatsoever, issued by one of its employees, workers or third parties. In the event that proceedings are issued against RX France, all duties, costs, fees and damages that it may be ordered to pay shall be borne by the Applicant only.

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 during the application and the credits for creators and producers, are true and correct and have 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 MIPJunior registration fee will be granted.

Terms & Conditions

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.

ITEM 3: PRIVACY AND DATA POLICY

RX France collects participants' personal data by the present document or during participation of the event (attended places or events, services operated) in accordance with the following provisions and the Privacy Policy (<https://privacy.reedexpo.com/en-gb.html>). This data is processed electronically by RX France for the purposes for the purposes of carrying out its contractual obligations (notably customer's data base management, access to the online participants' 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 data may be transmitted to recipients, some of whom are located outside the European Union, while benefiting from the applicable data protection regulations and notably the GDPR regulation

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.
- As a data controller, the Organiser 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.
- Participants 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 the Organiser, by writing to Privacy Centre webform (<https://privacy.reedexpo.com/en-gb/privacy-centre.html>). 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

ITEM 4: SELECTION PROCESS

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

- Entertainment content **targeting kids audiences** (all genres)
- Creativity & Originality in storytelling techniques, characters, look, story and themes
- Worldwide appeal
- Potential for TV and multi-platform brand extension
- Potential for Licensing & merchandising
- 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.

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 around mid-september and an official announcement will be made by end of September.

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

ITEM 5: THE GAIN**All finalists will get:**

- Visibility during the onstage pitching in Cannes during MIPJunior 2022
- Visibility in MIPJunior communication and marketing tools (MIPJunior website, social media and onsite conference advertisement)

The winner will benefit from:

- Editorial coverage on the MIPJunior website and OneMIP
- 1 free entrance to MIPJunior 2023

ITEM 6: CLAIMS

The act of submitting a Pitch Entry implies that the applicant has accepted and agreed to be bound by these Terms and Conditions. RX France reserves the right to change, modify or amend the Terms and Conditions at any time.

Applicants agree to defend, indemnify and hold the Recipients harmless from and against any and all claims, liabilities,

MIPJUNIOR PROJECT PITCH

KIDS



Terms & Conditions

damages, losses or expenses arising out of the applicant's breach of any warranties set forth in the Terms and Conditions, including, without limitation, any claims based on the infringement or violation of any copyright, trademark, right of privacy or right of publicity.

If for any reason the MIPJunior Project Pitch **KIDS** is interrupted, delayed or cancelled or cannot be completed as planned, RX France reserves the right to postpone, suspend or terminate the MIPJunior Project Pitch 2022.

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.

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.