

## TERMS AND CONDITIONS

### ITEM 1: SUBJECT

Reed Expositions 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 410 219 364, is the official organiser of the MIP CHINA Pan-Asian Kids TV Talent Quest (the “Organiser”).

The MIP CHINA PAN-ASIAN KIDS TV TALENT QUEST (the “KIDS TV TALENT QUEST”) is a talent search to highlight new kids TV projects with strong potential in multiple Asian countries. It is open to all creators and producers looking to finance their kids TV projects in development and broadcast opportunities.

THE KIDS TV TALENT QUEST is managed by the Organiser as part of MIP CHINA, a professional content market for the Chinese and International TV programming industry.

The objective of the KIDS TV TALENT QUEST is to give the opportunity for up to 5 talented producers to pitch their project directly to decision makers from some of Asia’s leading video platforms (referred hereafter as “Judges”)

### ITEM 2: PARTICIPATION IN KIDS TV TALENT QUEST CALL FOR ENTRIES

#### 2.1 CRITERIA OF PARTICIPATION

The call for entries is open to all creative programme makers and producers

Projects must be submitted by May 14, 2021:

- via the [online Application Form through the MipChina Website : https://www.mip-china.com](https://www.mip-china.com)
- in written description format of the project in English (maximum length 2 pages) and can include up to two (2) visuals, uploaded via the online application form.
- with acceptance of the Terms and Conditions will need to be approved and agreed to via
- with the entire application completed

The Organiser reserves the right to disqualify a KIDS TV TALENT QUEST Entry, if such eligibility requirements are not met.

#### **By submitting a project for the KIDS TV TALENT QUEST, the Applicant must:**

- Submit their project(s) into the KIDS TV TALENT QUEST from **April 21, 2021 to May 14, 2021** all required material must have been sent by this date;
- Acknowledge they must take part in the KIDS TV TALENT QUEST Online presentation and present a maximum 5 minutes recorded pitch by June 4<sup>th</sup> should the submitted project be among the 5 selected projects.
- Agree to be bound by the Terms and Conditions. Applicants agree that any failure to abide by any of the Terms and Condition may result in the disqualification of the applicant’s KIDS TV TALENT QUEST Entry. Applicants acknowledge that all rulings of The Organiser and all decisions of the Judges shall be binding and final.
- Warrant that the entered Project is the original work of the applicant, that the applicant has the right and authority to submit and present the Project Entry, and that the applicant’s Project 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 the Organiser has reason to believe that a Pitch Entry contains any material that may infringe upon or violate any right or law, such Project Entry may be disqualified by ruling of the Organiser.
- Acknowledge that their Project Entry is submitted voluntarily. Applicants recognise the possibility that elements of their Project Entry may be identical or similar to material which has or may come from, or is developed by other sources to the Organiser; 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 Project 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 Project 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 Project Entry or any elements contained within must obtain written consent and agreement from the rights owner to be bound by the Rules and at the Organiser'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. The Organiser 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 on the Applicant 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 the Organiser.

The Organiser reserves the right to reject any Project 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. The Organiser reserves its rights in case of any infringement of this kind.

The Organiser 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 the Organiser's Privacy Policy (<https://privacy.reedexpo.com/en-gb.html>).

The data is processed by the Organiser 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. The Organiser will provide its best efforts to stop by any means any disturbance caused by any forbidden use of personal data. The Organiser 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, 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. 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 the Organiser, 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](http://www.cnil.fr)

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 any costs and expenses of attending and participating in all aspects of the event.

### ITEM 3: SELECTION PROCESS

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

- Content targeting kids audiences (all genres)
- Creativity & Originality in; storytelling techniques, characters, look, story and themes
- Pan-Asian appeal
- Potential for TV and multi-platform brand extension
- Early stage to In development projects
- Potential to create a positive social impact

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.

The Organiser will review all applications to the KIDS TV TALENT QUEST, and makes a selection of the projects that best meet the finalist criteria stated above for examination by a panel of expert Judges.

Five Finalists will be selected and invited to record a 5 minute video presentation to pitch their project.

The Finalists will be informed of their selection by the end of May 2021 and an official announcement will be made beginning of June.

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

The Finalists shall ensure that any and all rights for their Project Entries are available at such time.

Only Finalists Projects will be mentioned on the MIP China Online Platform. The MIP China Platform audience is made up of registered buyers, commissioners and distributors.

The Finalist accordingly authorises the Organiser to use his/her name and likeness and if necessary, that of its representative(s) be present On Line for any questions that the Expert Judges might have.

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

### ITEM 4 : USE OF PHOTOGRAPHY AND FILMING (VIDEO OR AUDIO) RECORDED DURING THE KIDS TV TALENT QUEST (the "Event")

For the purposes of communication and information, for a period of time beginning at the signature of the present form and ending three (3) years after the last day of the Event the Applicant authorises the Organiser:

**1. to photograph and make video/ audio recording of the Event** I will be involved in (hereinafter referred to as the "Recording") and where my displayed content (presentation/ video clip, etc.) may be recorded \* and

**2. to communicate the Recording to the public and to reproduce** without limit as to the number of reproductions, in the whole world (in particular in the form of live or delayed broadcasting), in any format, using any method or process known or unknown at this time, in whole or in part,

**3. to communicate Recording extract to the public**, in accordance with point 2. In this regard, do not hold the Organiser responsible for the audience wrong interpretation resulting from the extract;

**4. to communicate the Recording on all tangible or intangible media known or unknown** at this time, notably digital media and internet (in particular, the websites of the Event, its partners' and related promotional social media as YouTube branded channel, Facebook, LinkedIn, WeChat, or other), and on any other promotional or marketing tool it may use, being specified that the Organiser will not be held liable

for uses of whatever nature that may be made by web surfers of the Recording appearing on these websites,

**5. to distribute, adapt, modify and market the Recording**, and to include the Recording within a compilation of other protected or non-protected contents and represent, reproduce, distribute and market the said compilation;

#### **ITEM 5 : FINALISTS INFORMATION FOR THE EVENT**

For the purpose of performing the Event and the Organiser's communication and, for a period of time beginning at the signature of the present form and ending three (3) years after the last day of the Event, the finalist authorises the Organiser to:

- **print and publish** my name, company name and any other information provided such as my photography, biography, resume, company profile and logo (hereinafter referred to as the "Information") in all existing or future, print or online communication tools related to the Event ;

- **distribute** those Information to the moderator, the other Finalists, the Event participants;

-**communicate** on my Information on all tangible or intangible media known or unknown at this time, notably digital media and internet (in particular, the websites of the Event, its partners' and related promotional social media as YouTube branded channel, Facebook, LinkedIn or other), and on any other promotional or marketing tool it may use, being specified that the Organiser will not be held liable for uses of whatever nature that may be made by web surfers of the Recording appearing on these websites,

#### **ITEM 6: THE GAIN**

##### **Finalists' benefit package:**

- Present a 5-minute video pitch directly to a panel of commissioners, with visibility afterwards within the MIP China conferences 21-22 June
- Invitation to take part in Open Networking meetings within MIP China's online programme
- Additional exposure during & after MIP China in MIP China's communication tools (Press release, Newsletter, ...)

- Free advice about PR strategy and Free Mentoring by legal expert

#### **ITEM 7: CLAIMS**

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

The Organiser reserves the right to change, modify or amend the Terms and Conditions at any time.

If for any reason the MIP China 2021 is interrupted, delayed or cancelled or cannot be completed as planned, the Organiser reserves the right to postpone, suspend or terminate the **KIDS TV TALENT QUEST**

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 The Organiser.

#### **ITEM 8: 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 THE ORGANISER'S REGISTERED OFFICES WILL BE SOLELY COMPETENT TO RULE ON ANY DISPUTE ARISING IN CONNECTION WITH THE CONTENT OR THE ENFORCEMENT OF THE RULES.