

MIPTV 2010

CONTENT 360 GENERAL TERMS AND CONDITIONS

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 9-13, rue du Colonel Pierre Avia, 75015 Paris, registered with the Paris Commerce and Companies Registry under the number B 662 003 557, is the official organiser of MIPTV's Content 360 Cross Media Competition.

The Content 360 international pitching competition is designed to support creative talent producing new content and applications, which work on different digital platforms such as the web, mobile devices, and interactive technologies.

The competition is set up by Reed Midem notably, in collaboration with the prestigious corporate partners from the Global Broadcasting and Digital Media Industry (hereafter the "Partner(s)"), who organise each a separate selection in their specific category, have specific requirements/criteria of eligibility of applicants for each specific category listed below and may award the best projects with development funds, partnerships, rewards or other collaboration.

Reed MIDEM organises an Independent Category designed to recognize new ideas that could engage audiences through digital media.

Each category, conditions of participation and awards of this international and cross media pitching competition, are described in the briefs and the Specific Terms and Conditions established for each category, available on the www.miptv.com website.

Reed MIDEM undertakes to organise the event and to facilitate the professional gathering and opportunities between the applicants and the Partners in each category.

However, Reed MIDEM shall not 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 each jury in each category. Reed MIDEM is not liable for the undertakings of each 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). It is specified that the number of Partners collaborating on the competition is subject to change as well as the categories or the themes of the categories of the competition.

ITEM 2: CONDITIONS OF PARTICIPATION AND APPLICATION FOR PRE-SELECTION

The Content 360 competition is open to anyone whether he or she is entering as an individual (above 18 years old) or on behalf of a company.

However, some Partners' category may have specific criteria of eligibility including particular restrictions on specific territories (please refer to Specific Terms).

There is no cost for entering the competition.

To participate in the competition, each company/individual (hereafter the "Applicant" or he, regardless of whether a company or an individual) should fill out an online Application Form available on the www.miptv.com website, where the Applicant should describe in English the idea(s) and/or project(s) he/she is presenting in a maximum of 1.000 words or, in the specific case of the EU Commission category the Applicant should fill a form and post his/her final video on a third party's website

The application deadline is Monday 15th February 2010 except for the EU Commission category which deadline is 15th March 2010.

After these dates, no further projects will be considered. Neither Reed MIDEM nor any Partner can accept responsibility for lost entries due to internet and/or technical problems related to use of internet. Proof of sending is not proof of receipt.

The Applicant can submit a maximum of 4 (four) projects in all categories, but only 1 (one) per category.

By entering the competition, the Applicant:

- a) guarantees that he is the sole initiator together with possible co-authors and warrants that he holds all the rights for the presented project(s) and that he does not harm any potentially involved third party's rights or anyone's private life or likeness, and that the project / idea does not infringe any law, especially copyright laws;
- b) recognizes that the Partner(s) may already have received ideas similar to those submitted and that these may be in development. Partners and Reed MIDEM cannot be held liable towards the Applicants for infringement of intellectual property in ideas that are submitted either by themselves or by third parties.

Reed MIDEM reserves the right to re-categorise the project, if it is not entered into the appropriate category or if it fits better into another category.

Reed MIDEM's Employees and Partner's employees as well as their family members or any of Reed MIDEM's or Partner's affiliates or subsidiaries, are ineligible to be Applicants in Content 360.

Reed MIDEM reserves the right to reject any written/visual idea or project should its content be perceived as deliberately interfering with honour human dignity, with third parties' rights, pornographic, racist, provocative, discriminatory or violent.

The submitted projects cannot be withdrawn from the competition once the application has been submitted, except in case of *force majeure*.

ITEM 3: PRE-SELECTION AND FINAL SELECTION PROCESS

3.1 PRE-SELECTION

Reed MIDEM will transmit all applications that meet the conditions of participation, as specified in ITEM 2 above, to the jury of each category.

Each jury will be composed of professionals representing the industry, such as directors of programming and digital commissioners of each Partner, etc.

Each jury will make a pre-selection of a maximum of 3 (three) projects in each category.

The pre-selected Applicant per category (hereafter "the Finalist" or he) will be informed of his pre-selection by email by Reed MIDEM, in the week of 22 February 2010.

In order to illustrate the project(s), Reed MIDEM may request the Finalist to provide a short creative video of a maximum of 90 seconds that can visually represent his idea or project(s) for promotional and final production purposes. However, such requests are not a condition of eligibility and will not evict the Finalist from the competition. Reed MIDEM may use these contents in order to illustrate the highlighted projects during the final Zapping Show (Wednesday 10 April 2010). Reed MIDEM reserves the right to modify the videos supplied in order to harmonize the quality of the competition and the Zapping Show.

The deadline to provide the audiovisual content(s) will be specified with the results of the finalists' selection and should be sent to:

REED MIDEM
Phoebé Strouts
B.P. 572
11 rue du Colonel Pierre Avia
75 726 Paris Cedex 15
France
Tel : +33 1 41 90 44 71
Email: phoebe.strouts@reedmidem.com

DVDs submitted for the competition will not be returned to the Finalist.

The pre-selection decisions are final and without appeal. By entering the competition, the Applicant agrees not to challenge the pre-selection decisions on any ground.

3.2 FINAL SELECTION PROCESS

The pitching will take place during the MIPTV tradeshow taking place in Cannes, France, between 12 and 16 April 2010.

The Finalist of each category will need to be present in Cannes, (for example, for a company - a company representative, either the managing director or the producer of the project), to present his project(s) during a private and/or a public session(s) and to be judged by the jury of each category.

For this purpose, the Finalist will receive from Reed MIDEM a maximum of 2 (two) free entries to MIPTV, as specified in ITEM 5 hereafter.

The winning projects in each category will be announced during a special ceremony called the "Zapping Show" (Wednesday 14 April 2010).

It is recalled that each category has its own Specific Terms and Conditions for the competition and, consequently, their own awards and that Reed MIDEM is not responsible in any case of the choice and designation of any winner in every category.

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

ITEM 4: CATEGORIES/SPECIFIC TERMS

Each competition category has its own Specific Terms and Conditions, available on the www.miptv.com website.

ITEM 5: APPLICANTS/FINALIST OBLIGATIONS & BENEFITS

As specified in ITEM 3.2 above, to be judged in the final competition, the Finalist will need to be present in Cannes, France, during the MIPTV tradeshow between 12 and 16 April 2010 in order to present the pitch to the jury of each relevant category during a private and/or public session(s).

The Finalist will receive a maximum of 2 (Two) free entries to MIPTV. However, the Finalist 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. Reed MIDEM is able to help the Finalist to find the most suitable accommodation in Cannes and its surroundings.

The winners are authorised to mention their Content 360 MIPTV 2010 recognition in their promotional activities.

It is recalled that MIPTV 2010 is a communication and promotion forum for the television, video, mobile and internet entertainment industry, the Finalist and/or the winner hereby authorises Reed MIDEM and their representatives (and guarantees that it has been authorised to that end by possible co-authors or third parties) to record directly or indirectly the public sessions with the presentation of the project(s) and the Zapping Show of the competition Content 360. For the same purposes, the Finalist and/or the winner also authorises Reed MIDEM to reproduce and communicate the same to the public by any means, and on all media for the purposes of communicating on the MIPTV 2010 and/or the Content 360 competition, especially on the www.miptv.com website.

Accordingly, the Finalist having transmitted the video(s) of his projects(s) expressly authorises Reed MIDEM, should the need arise, to use worldwide these short clips for the presentation of the Zapping Show and for promotional purposes during the Content 360, and for a term of two years thereafter, by any means and any format whatsoever, including, without limitation, electronically, via Internet (being specified that Reed MIDEM will not be held liable for uses of whatever nature that may be made by web surfers of the clips appearing on the websites, which may be Reed MIDEM's websites or Reed MIDEM's partner's websites), magnetically, digitally, print, CD-Rom, audiotape, videotape, diskette and any other audio, audiovisual and/or multimedia support.

The Finalist accordingly authorises Reed MIDEM to use his name and likeness and if necessary, that of its representative(s) present during the Content 360 competition.

To the same end, the Finalist also guarantees that Reed MIDEM is authorised to freely use any of the logos, trademarks, title, extracts and other intangible rights and promotional items related to the project/ideas/pitches submitted to the competition and/or DVDs. The Finalist also authorises Reed MIDEM to make broadcasts of excerpts of the DVDs lasting less than two minutes during regional or national radio programs, or on the website www.miptv.com.

Information, including photographs, that is requested from the Applicant/Finalist is essential for entering into this competition and for access to the events. This material will be forwarded to third parties, including those companies of the Reed Elsevier group with whom Reed MIDEM has contracted for the purposes of implementing the competition and may be used, in this regard, on any media for dissemination relating to the event in question, including on the Internet, unless, in this latter case, there is an objection from the Applicant/Finalist concerning photographs. Through Reed MIDEM, and except where there is an objection by the

Applicant/Finalist, the latter may receive commercial offers or proposals from Reed MIDEM and from other companies that are contractually linked to Reed MIDEM. Pursuant to the Loi Informatique et Libertés du 6 janvier 1978 [French Law on Information Technology and Civil Liberties of 6 January 1978], the Applicant/Finalist may exercise, on application to the manager of the event, a right of access, of rectification and of opposition or objection as regards the personal information concerning him/her/it that is present on Reed MIDEM's website and database(s).

The participants of the MIPTV and the Partners of the competition for which the Applicant has been registered may have access to such data. Reed MIDEM cannot be held liable for the use that could be made of this data by the participants to the exhibition or the Partners.

Any prospecting for purposes other than the above mentioned is prohibited.

Reed MIDEM reserves the right to have any disturbances caused by any here-mentioned prohibited use terminated by any means, including the disconnection of the Applicant/Finalist from the competition. This is without prejudice to any legal action that Reed MIDEM may take in order to exercise its rights and of any damages to which Reed MIDEM may be entitled as a result of such non-respect of the present provisions.

ITEM 6: CLAIMS

Registering and competing for the MIPTV Content 360 2010 implies full acceptance of the present Terms and Conditions.

No claims related to the pre-selection system, the selection of the winners, or any other aspects of the competition, will be accepted.

The Director of MIPTV has the power to settle all cases not covered by the present Terms.

ITEM 7: MISCELLANEOUS

In the event of circumstances independent of Reed MIDEM's will and resulting in the impossibility of organising the MIPTV and/or the Content 360 and/or the Zapping Show, the competition shall be cancelled without any indemnification whatsoever.

The present Terms and conditions are governed by French Law. FOR ANY DISPUTE ARISING IN CONNECTION WITH THE CONSTRUCTION AND/OR PERFORMANCE OF THE PRESENT TERMS, THE COURTS HAVING JURISDICTION AT THE PLACE OF THE REGISTERED OFFICE OF REED MIDEM WILL SOLELY BE COMPETENT TO RULE ON THE MATTER, WHICH IS EXPRESSLY ACKNOWLEDGED AND AGREED BY THE PARTIES.