



## MIDEM 2019

### MIDEM ARTIST ACCELERATOR - 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 27-33, quai Alphonse Le Gallo, 92100 Boulogne-Billancourt, registered with the Paris Commerce and Companies Registry under the number B 662 003 557, is the official organiser of the first Midem Artist Accelerator Programme.

The Midem Artist Accelerator is designed to support managers, agents, labels and publishers as they look to grow their artists' profiles globally.

The Midem Artist Accelerator will be supported by prestigious corporate partners (hereafter the "Partner(s)"), who shall actively participate to the selection, the accompanying of the finalists, may award the best projects.

Reed MIDEM undertakes to organise the event and to facilitate the professional gathering and opportunities between the Finalists and the Partners in each category. However, Reed MIDEM is not liable for the undertakings of each Partner vis à vis of the Finalist(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 Finalist(s). It is specified that the number of Partners collaborating on the competition is subject to change.

#### ITEM 2: CONDITIONS OF PARTICIPATION AND APPLICATION FOR SELECTION

The "Midem Artist Accelerator" competition is open to all bands, managers, publishers, labels, agents and promoters from around the world (here-after the "Applicant's"), who would submit an artist /band (here-after the "Beneficiaries") that fit the criteria here-below.

Applicants/Beneficiaries must:

- Be 18 years old or over
- Be an individual artist or a band
- Have a dedicated professional supporting team (manager, label, agent etc.)
- Justify media coverage & solid presence on social networks
- Have a recording or a publishing deal
- Have a minimum of 5 official live performances booked between 2018 – 2019
- Present a career development strategy (including export) with concrete short and long term objectives.

The Applicant need to:

- **Apply before January 25, 2019** (by 15:00 GMT) on the MIDEM website.
- Submit the musical project (audio and/or video links), hereafter "the Content", which must be original creation(s) (no sampling or unauthorized use of copyright protected material). The track(s) can be acoustic, electronic, instrumental or featuring voices.
- Submit your artist/band short term & mid-term development plan (including export)\*

#### **There is no cost for entering the competition.**

After this date, no further file will be considered. Reed MIDEM cannot 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.

Reed MIDEM's Employees, as well as their family members or any of Reed MIDEM's affiliates or subsidiaries, are ineligible to be Applicants in this competition.

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

#### ITEM 3: SELECTION PROCESS

All requests go through the following selection process:

- STEP 1: Submissions will initially be reviewed by the MIDEM team to select a first selection of eligible finalists.
- STEP 2 : The Artistic Committee composed of key influencers of the music ecosystem, Reed MIDEM's partners and Reed MIDEM, will be selecting the international upcoming finalists (hereafter the " Finalist(s)) Before end of-March 2019
- The selection will be made on the following criteria:
  - Artistic merit
  - Development strategy
  - Export potential
- Each selected Finalist will be informed of his/her/its selection by email by Reed MIDEM, before end of March 2019.

- STEP 3: The MIDEM Community will be selecting the TOP international upcoming finalists (hereafter the " Finalist(s)) out of the selection before MIDEM 2019. The TOP finalists will be revealed before MIDEM 2019.
- The Artistic Committee will also select one artist/band finalist out of the selection before MIDEM 2019. The Artistic Committee "Coup de Coeur" will be revealed before MIDEM 2019.

The selection decisions are final and without appeal.  
By entering the competition, Applicants agree not to challenge the selection decisions on any ground.

#### **ITEM 4: FINALISTS OBLIGATIONS & BENEFITS**

The Applicant acknowledges and agrees, on behalf of each Finalist to the following benefits and obligations:

##### 4.1 Benefits

All Finalists will play live at MIDEM and receive a selection of curated networking, learning and coaching sessions with a specific focus on monetization and export.

##### PLAY LIVE AT THE HEART OF THE EVENT

- A live showcase in front of delegates & general public
- State-of-the-art facilities for PA/light/stage
- Standard backline (including: bass amplifier, guitar amplifier, drum, micro and micro stand)
- Professional assistance by our technical & logistic team
- Administrative formalities and artist's salary (upon French regulation)

##### ACCESS TO MIDEM TOOLKIT

- As a performing artist, a free access to the four action packed days of MIDEM and all MIDEM facilities.
- Access to the online data base & matchmaking recommendation tool
- A tailored professional journey through Midem key conferences, learning and coaching sessions.

##### CONNECT WITH THE MUSIC ECOSYSTEM

- Access to the VIP Club for one participant throughout the four days of MIDEM
- Free registration to the Global Sync & Brands Summit for one participant. Meet with leading music supervisors, leading senior executives, as well as active buyers from film, TV, gaming, agencies and brands.

##### LEARN AND GET INSPIRED

- One to one sessions with experts in publishing, marketing, strategy, legal, social media
- Mentoring sessions with members of the Artistic Committee

- Free legal services by IAEL (International Association of Entertainment Lawyers)
- Dedicated workshops with selected partners.

##### GET MASSIVE EXPOSURE

- 1 track on the official Midem Artist Accelerator vinyl Compilation, which will be distributed to the VIP (top personalities of the music industry and officials including keynote speakers, industry leaders, major media outlets, artists, officials) & to the press
- Player with the above -mentioned track sent prior to MIDEM database (including international A&R, media, sync, agents, festivals, advertising pros)
- 1 track on the official Midem Artist Accelerator Playlist, which will be available on the Midem online platform.

Promotion on MIDEM communication tools:

- Print, online and app as well as through Midem community
- MIDEM At A Glance distributed at the Palais des Festivals and in the hotels
- Midem.com
- MIDEM newsletter
- MIDEM direct marketing campaign
- MIDEM App
- MIDEM YouTube channel
- Social Media
- Cross-Promotion by the MIDEM partners
- Each Finalist will receive a MIDEM 2018 registration.

##### 4.2 Obligations

- The artist/band must be available to attend MIDEM, 5 to 8 June 2018 in Cannes, France. The detailed programme of all sessions will be communicated during April 2018.  
In case the artist/band cannot stay the whole duration of the event, at least one person of the team (preferably the manager) must remain available to be eligible to the programme.  
As the case may be, the artist/band is requested to arrive in Cannes at least one day to performing for technical requirement and rehearsal scheduling.
- The Finalist must be available to perform at MIDEM in Cannes, France on the date allocated by the MIDEM team for the showcase . The date and schedule of the showcase will be communicated by the MIDEM team once the programme is confirmed.
- The Finalist is requested to handle visa formalities when needed.
- The Finalist is to provide MIDEM with all administrative documentation before mid-April 2018. In case the Finalist would be non-European citizen(s), he/she/it would need to provide Reed MIDEM with the relevant paperwork (a precise list to be provided by Reed MIDEM) no later than the end of March 2018 in order to present the file for work permit to the

French administration. Reed MIDEM cannot be held responsible for the non-obtainment of the work permit.

- The Finalist must ensure that each performing artist signs a work contract with MIDEM before performing.
- The Finalist will be responsible for all expenses while attending MIDEM (accommodation, flights, transfers, expenses on site and other costs and expenses of attending and participating in all aspects of the event).
- The Finalist accordingly authorises Reed MIDEM to use the name and likeness, should the need arise, of its representative. —By accepting to participate in the programme, each Finalist agrees that Reed MIDEM, and/or Partners shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize, or any travel related thereto.
- Each Finalist grants permission to Reed MIDEM and those acting under their authority to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes.

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 its participation to the competition.

As MIDEM is a communication and promotion forum for the music, mobile and internet entertainment industry, the Finalist hereby authorizes and represents (and guarantees that it has been authorized to that end by possible co-authors or third parties) Reed MIDEM to record, should the need arise, directly or indirectly the public performance during MIDEM 2018. For the same purpose, the Finalist also authorizes Reed MIDEM, should the need arise, to reproduce and communicate the same to the public for promotional and informational purposes only by any means, and on all media for the purposes of communicating on the Reed MIDEM properties, especially on [www.midem.com](http://www.midem.com), midem blog and related social media tools (LinkedIn, Facebook, Twitter...), free of charge, through streaming, for a duration of the protection of neighbouring rights (as existing now and as it could be modified in the future.

Accordingly, each Applicant having transmitted the video(s) of his Submission expressly authorizes Reed MIDEM, should the need arise, to use worldwide these short clips for informational and promotional purposes during the MIDEM 2018, 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, and any other audio, audiovisual, digital, multimedia support, notably mobile solutions.

Information, including photographs, that is requested from the Applicants/Finalists is essential for entering into this competition and for access to the events. 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](mailto:contact.cnil@reedmidem.com).

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 5: LIMITATION OF LIABILITY/CLAIMS**

No liability or responsibility is assumed by Reed MIDEM or its Partners resulting from Applicant's participation in or attempt to participate in the programme.

No responsibility or liability is assumed by Reed MIDEM for technical problems or technical malfunction which may affect the operation of the Programme, including but not limited to any of the following occurrences: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Website, in whole or in part for any reason; traffic congestions on the Internet or the Website; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the programme, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Programme.

Reed MIDEM or its Partners are not responsible for any attempt by an Applicant or other individual to deliberately damage or undermine the legitimate operation of this Programme, including but not limited to any fraudulent claims, which may be a violation of criminal and civil laws. Should such an attempt be made, Reed MIDEM reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution.

Reed MIDEM's failure to enforce any term of these Contest Official Rules shall not constitute a waiver of that provision. Applicants engaging in any of the foregoing activities may be disqualified in Reed MIDEM's sole discretion.

Registering and competing for The Midem Artist Accelerator implies full acceptance of the present Terms and Conditions as well as of the necessity to formalize later the:

- Digital Promotion Agreement, for all the promotion made before, during and after MIDEM 2018 including Special agreement or Release for the reproduction/representation of Finalist's track on the Vinyl compilation
- Execution of the work contract for the performance at MIDEM

- Acceptance of the General Rules of the Tradeshow.

No claims related to the selection of the Finalists, or any other aspects of the competition, will be accepted.

The Director of MIDEM 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 MIDEM, 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.