

MIDEM 2017

MIDEMLAB 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 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 MIDEM's Midemlab startup competition.

Midemlab is the leading music startup competition featuring the world's hottest startups proposing digital solutions that will help the music industry build new consumer experiences.

The competition is set up by Reed MIDEM notably, in collaboration with partners from the digital and music Industry (hereafter the "Partner(s)"), and is set up with different categories.

Partners will review all submissions and will nominate the finalists to pitch at Midem to a jury of venture capitalists, potential business partners & industry experts and MIDEM audience.

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

Midemlab is open to all startups from around the world.

Applying companies must:

- be available to attend Midem if selected to pitch
- be newly established (no more than 5 years ago)
- be business ready: already launched or in beta
- be independent, not affiliated to a group

Reed MIDEM reserves the right to request the justificatory documents.

There is no additional cost for entering the startup competition.

There are 4 different categories for which applying companies can apply:

- o Music creation & education
- o Music discovery & distribution
- o Marketing & data /analytics
- o Experiential technologies – VR/AR, high-resolution, IoT & hardware

Entries should be submitted online before **March 20, 2017**. After this date, no further entries will be considered. Reed MIDEM cannot accept responsibility for lost entries due to internet and/or technical problems related to use of internet or the ftp site. Proof of sending is not proof of receipt.

The finalists will have to provide a link to a video clip (1'30 duration maximum) uploaded on YouTube and presenting its company or product. This video may be promoted in a turnover rotation with other finalists' videos on Midem online platforms.

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 projects and information related to the project, 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 Reed MIDEM may already have received ideas similar to those submitted and that these may be in development. 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 midemlab.

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 Partners.

The partners are industry experts in the music & tech space or investment area.

Each Partner will make a pre-selection of roughly five startups in each of the four categories, according to the following main criteria:

- Viability of the business model
- Innovation
- Market potential

However, Partners and Reed MIDEM reserve the right to adapt this number depending on the quality of the projects received.

The pre-selected Applicant per category (hereafter "the Finalist") will be notified of his pre-selection in writing by Reed MIDEM, at the latest on April 30th, 2017.

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 pitch sessions will take place during MIDEM 2017 in Cannes, France, on June 7 2017.

There will be 4 pitching sessions, one for each category.

Reed MIDEM reserves the right to change the dates of the pitching sessions.

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

The Finalists will need to arrive in Cannes at least the day before their pitching session for technical rehearsals. The Finalists will be given 5 minutes to pitch and present their business model to MIDEM audiences and the jury, followed by 5 minutes of questions and answers between them and the jury.

Each jury, one for each category, will be composed of high profile professionals representing the industry, such as venture capitalists, potential business partners & industry executives.

The winning startup in each category will be announced at Midem.

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

ITEM 4: PRIZES

There will be one winner per category. Each winner will receive the following:

- Additional exposure during & after Midem in Midem communications tools (press releases, newsletters, interviews on MIDEM blog...)
- Free advertising on midem.com (banner in rotation available until January 2018)
- Free access to all Reed MIDEM Entertainment shows (MIPTV – MIPCOM – MIDEM) for one year
- Individual meeting (by phone or face-to-face) with a key executive from Northzone, leading investment firm & early investor in Spotify
- Free legal advice (with Jeff Liebenson from Liebenson Law)
- A free registration to Slush Music 2017

ITEM 5: APPLICANTS/FINALISTS 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 MIDEM between 6 and 9 June 2017 in order to pitch to the jury of each relevant category during a public session.

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.

The winners are authorised to mention their Midemlab 2017 recognition in their promotional activities.

It is recalled that MIDEM 2017 is a communication and promotion forum for artists and the music professionals, 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). 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 MIDEM 2017 and/or Midemlab, especially on the www.midem.com website.

Accordingly, the Finalist having transmitted a link to 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 Midemlab and for promotional purposes during the Midemlab pitch platform, 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 Midemlab pitch platform.

To the same end, the Finalist also guarantees that Reed MIDEM is authorised to freely use any of the logos, trademarks, title, extracts, data and information 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.midem.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 MIDEM 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 Midemlab 2017 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 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 Midemlab pitch platform, 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.