



MIDEM • 23-26 January 2011  
MIDEMNET • 22-26 January 2011  
Palais des Festivals • Cannes • France • [www.midem.com](http://www.midem.com)

**30% OFF on additional PARTICIPANTS (applicable for MIDEM / MIDEMNET passes):**

Did your company attend MIDEM / MIDEMNET 2010? Bring more people for MIDEM / MIDEMNET 2011 and pay 30% off on each additional participant\*.

Number of registered at MIDEM / MIDEMNET 2010?

Number of registered at MIDEM / MIDEMNET 2011?

\*Valid for all registration made before January 21, 2011.

This contract includes:

- Delegate(s) registration fee for MIDEM exhibition & conferences and MIDEMNET • Hotel reservation information • Company and delegate(s) listing in the MIDEM Guide and MIDEMWorld - The online network of MIDEM participants (DEADLINE FOR LISTING IN THE GUIDE IS 20 DECEMBER 2010) • Access to MIDEMWorld, the MIDEM online community until September 2011 • A detailed company profile page on MIDEMWorld for you to complete
- Badge preparation. Your badge will be issued only upon presentation of official I.D.

The contract should be completed in CAPITAL LETTERS and returned to your local representative as soon as possible. (See address on page 5.)

**1 YOUR COMPANY – FOR MIDEM GUIDE AND MIDEMWORLD LISTING**

Company Name

Address

(inc. Street, House/Box Number)

City  Zip Code/Postcode

State  Country

Telephone     
country code city code telephone number

Fax     
country code city code fax number

Website <http://>

VAT Number "applicable to European Union members only"

**2 BILLING ADDRESS (complete only if different from above)**

Legal Company Name

For the attention of

Email address

Address

(inc. Street, House/Box Number)

City  Zip Code/Postcode

State  Country

Telephone     
country code city code telephone number

Fax     
country code city code fax number

VAT Number "applicable to European Union members only"

**3 IF YOU ARE SHARING A STAND WITH AN EXHIBITOR AT MIDEM**

Name of this exhibitor

Country



## 4 MIDEM GUIDE AND MIDEMWORLD LISTING

Your Primary Activity. From the list below, please indicate which N° corresponds to your company's primary activity (one N° only)

Give details of your Company's Activities. Tick appropriate box(es)

### RECORD

- 1 Record Company / Label
- 2 Production
- 3 Licensing
- 4 Recording Studio

### PUBLISHING

- 5 Music Publisher

### DISTRIBUTION / RETAIL & PRESSING

- 6 CD/DVD Replication & Packaging
- 7 Wholesaler
- 8 Importer
- 9 Exporter
- 10 Retailer/Record Shop
- 11 Distributor

### BUSINESS SERVICES

- 12 Law Firm
- 13 Consulting Agency
- 14 PR Agency
- 15 Finance/Banker/VC
- 16 Merchandising

### ARTIST MANAGEMENT

- 17 Managers
- 18 Agents

### ARTIST

- 19 Performing Artist
- 20 Author/Composer

### ORGANISATION

- 21 Collecting & Copyright Societies
- 22 Other Trade body (Associations, Export Offices...)
- 23 Colleges / Universities

### DIGITAL & MOBILE

- 24 App. Developers
- 25 Aggregators
- 26 Digital Distributors
- 27 Online B2C Services & e-Commerce
- 28 Online B2B Services & Solutions
- 29 Social Media
- 30 End Devices
- 31 Network Operators / ISP

### MEDIA

- 32 Print
- 33 Online (blogs...)
- 34 Radio
- 35 TV

### MUSIC & IMAGES

- 36 TV Programme Buyer
- 37 DVD, Film & TV Programme Production
- 38 Soundtrack Production & Music Library
- 39 Music Supervisor
- 40 Video Game Production

### LIVE

- 41 Venue
- 42 Festival
- 43 Promoter
- 44 Booking Agency
- 45 Live Services (Light, Sound & Stage)

### BRANDS & ADVERTISING

- 46 Brands
- 47 Advertising Agencies

Your Primary Musical Genre. If applicable, please indicate from the list below which N° corresponds to your company's primary musical genre (one N° only)

Give details of your Musical Genre. Tick appropriate box(es)

- |   |                                       |                                    |   |  |   |
|---|---------------------------------------|------------------------------------|---|--|---|
| <input type="checkbox"/> 1 Classical    | <input type="checkbox"/> 4 Electronic | <input type="checkbox"/> 7 Kids    | <input type="checkbox"/> 10 Pop               | <input type="checkbox"/> 13 Reggae             | <input type="checkbox"/> 16 World       |
| <input type="checkbox"/> 2 Country/Folk | <input type="checkbox"/> 5 Hard Rock  | <input type="checkbox"/> 8 Latin   | <input type="checkbox"/> 11 Rhythm & Blues    | <input type="checkbox"/> 14 Rock               | <input type="checkbox"/> 17 Soundtracks |
| <input type="checkbox"/> 3 Dance        | <input type="checkbox"/> 6 Jazz/Blues | <input type="checkbox"/> 9 New Age | <input type="checkbox"/> 12 Rap/Hip Hop/Urban | <input type="checkbox"/> 15 Traditional/Ethnic |   |

\*Obligatory field for MIDEMWorld matchmaking

## 5 HOTEL BOOKINGS & MIDEMWORLD ACCESS

Once your registration for MIDEM 2011 is confirmed, each participant listed on this contract will receive instructions by email on how to book hotel accommodations and access MIDEMWorld.

Please ensure that an email address is provided for each participant – without an email address, they will not receive key login information for the online hotel booking system or MIDEMWorld online community.

**YOUR REED MIDEM ACCOMMODATION CONTACT** - To take advantage of the lowest rates and best booking conditions for your accommodation, please consult us at [hotel.midem@reedmidem.com](mailto:hotel.midem@reedmidem.com)

### Accommodation Contact

Please indicate the contact in charge of accommodation for your company if you wish to benefit from our hotel department services. This person does not necessarily have to be a MIDEM attendee.

Name: ..... First Name: .....

Email@: ..... Tel: ..... Fax: .....

## 6 LIST OF PARTICIPANTS FOR MIDEM GUIDE & MIDEMWORLD LISTING

MIDEMWorld is the online network of MIDEM 2011 participants. It allows you to:

- search for companies, participants and products presented at MIDEM 2011
- contact and be contacted by other participants, either directly or using an internal email service
- automatically receive contact recommendations matching your interests
- showcase your services & catalogues, notably by uploading music files, photos and company/product information

Access is individual and will be sent to you at the individual email address you give below.

Participant:  Mr  Mrs  Ms

SURNAME

First Name

Job Title

Email

INDIVIDUAL EMAIL IS REQUIRED\*.

Do not show my personal email address in MIDEMWorld

\*Information not listed in the Guide

### MIDEMNET+

See participation fee on page 4.

Will attend MidemNet+  
(Sunday, 23 - Tuesday, 25 January 2011)

Are you a Buyer  Seller

IF YOUR PRIMARY BUSINESS FUNCTIONS are in one of the following areas, please tick (one box only):

- |  |  |
|--|--|
| <input type="checkbox"/> Brands / Advertising  | <input type="checkbox"/> Publishing        |
| <input type="checkbox"/> Digital / Mobile      | <input type="checkbox"/> Record            |
| <input type="checkbox"/> Physical Distribution | <input type="checkbox"/> Artist Management |
| <input type="checkbox"/> Live                  | <input type="checkbox"/> Finance           |
| <input type="checkbox"/> Music & Images (SYNC) | <input type="checkbox"/> Legal             |

### MIDEM NETWORKING LUNCH

See participation fee on page 4.

Will attend MIDEM Networking lunch  
(Tuesday, 25 January 2011)

# Participation Contract Special Offer

COMPANY NAME

page 3 of 7



<p><b>Participant:</b> <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms</p> <p>SURNAME _____</p> <p>First Name _____</p> <p>Job Title _____</p> <p>Email _____</p> <p>INDIVIDUAL EMAIL IS REQUIRED*. <input type="checkbox"/> Do not show my personal email address in MIDEMWorld <small>*Information not listed in the Guide</small></p> <hr/> <p><b>MIDEMNET+</b> See participation fee on page 4. <input type="checkbox"/> Will attend MidemNet+ (Sunday, 23 - Tuesday, 25 January 2011)</p>	<p>Are you a Buyer <input type="checkbox"/> Seller <input type="checkbox"/></p> <p>IF YOUR PRIMARY BUSINESS FUNCTIONS are in one of the following areas, please tick (one box only):</p> <table><tr><td><input type="checkbox"/> Brands / Advertising</td><td><input type="checkbox"/> Publishing</td></tr><tr><td><input type="checkbox"/> Digital / Mobile</td><td><input type="checkbox"/> Record</td></tr><tr><td><input type="checkbox"/> Physical Distribution</td><td><input type="checkbox"/> Artist Management</td></tr><tr><td><input type="checkbox"/> Live</td><td><input type="checkbox"/> Finance</td></tr><tr><td><input type="checkbox"/> Music &amp; Images (SYNC)</td><td><input type="checkbox"/> Legal</td></tr></table> <hr/> <p><b>MIDEM NETWORKING LUNCH</b> See participation fee on page 4. <input type="checkbox"/> Will attend MIDEM Networking lunch (Tuesday, 25 January 2011)</p>	<input type="checkbox"/> Brands / Advertising	<input type="checkbox"/> Publishing	<input type="checkbox"/> Digital / Mobile	<input type="checkbox"/> Record	<input type="checkbox"/> Physical Distribution	<input type="checkbox"/> Artist Management	<input type="checkbox"/> Live	<input type="checkbox"/> Finance	<input type="checkbox"/> Music & Images (SYNC)	<input type="checkbox"/> Legal
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<input type="checkbox"/> Live	<input type="checkbox"/> Finance										
<input type="checkbox"/> Music & Images (SYNC)	<input type="checkbox"/> Legal										

**7 MIDEM REGISTRATION (MidemNet access included)**  
**Renewal registrations**

Please indicate how many delegates from your company registered at MIDEM 2010. The number of renewed delegates should correspond to the one mentioned on page 1.

	Net price	Price inc. 19.6% of tax per person	N° of participants	TOTAL inc. of tax
<b>EARLY BIRD</b> until 30 September 2010	€590	€705.64	<input type="text"/>	€ <input type="text"/>
until 31 October 2010	€690	€825.24	<input type="text"/>	€ <input type="text"/>
until 30 November 2010	€790	€944.84	<input type="text"/>	€ <input type="text"/>
until 31 December 2010	€890	€1,064.44	<input type="text"/>	€ <input type="text"/>
until 20 January 2011	€1,090	€1,303.64	<input type="text"/>	€ <input type="text"/>
Walk in	€1,190	€1,423.24	<input type="text"/>	€ <input type="text"/>

**Additional registrations**

Please indicate how many additional delegates from your company, versus MIDEM 2010, will be registered at MIDEM 2011.

**Prices below include 30% discount**

The number of additional delegates should correspond to the mentioned on page 1.

	Net price	Price inc. 19.6% of tax per person	N° of participants	TOTAL inc. of tax
<b>EARLY BIRD</b> until 30 September 2010	€413	€493.95	<input type="text"/>	€ <input type="text"/>
until 31 October 2010	€483	€577.67	<input type="text"/>	€ <input type="text"/>
until 30 November 2010	€553	€661.39	<input type="text"/>	€ <input type="text"/>
until 31 December 2010	€623	€745.11	<input type="text"/>	€ <input type="text"/>
until 20 January 2011	€763	€912.55	<input type="text"/>	€ <input type="text"/>
Walk in	€833	€996.27	<input type="text"/>	€ <input type="text"/>

**8 NEW! MIDEMNET+ REGISTRATION** Exclusive access to customized matchmaking & networking solution for digital companies. MidemNet+ is only accessible to MIDEM/MidemNet participants, according to availability.

	Net price	Price inc. 19.6% of tax per person	N° of participants	TOTAL inc. of tax
Access to MidemNet+	€200	€239.20	<input type="text"/>	€ <input type="text"/>

**9 MIDEM NETWORKING LUNCH REGISTRATION** MIDEM Networking Lunch is only accessible to MIDEM/MidemNet participants.

	Net price	Price inc. 19.6% of tax per person	N° of participants	TOTAL inc. of tax
Access to MIDEM Networking lunch	€50	€59.80	<input type="text"/>	€ <input type="text"/>

**10 PLEASE INSERT THE TOTAL AMOUNT OF THE BALANCE DUE INCLUDING VAT HERE.**

**REGISTRATION FEE - TOTAL 7 + 8 + 9 inclusive of tax €**

Attention: From 21 January 2011, any changes and/new registrations will be invoiced at € 1,423.24 (incl. 19.6% VAT). The VAT on MIDEM Registration is obligatory for all customers. Instructions for sales tax recuperation will be sent with your invoice.

**11 REGISTRATION CLAUSE**

The participant will be authorised to register only full time employees of the contracting company. Supporting documents may be required to this effect with the signature of the participant's legal representative. Only the names of individuals registered by the participant, and for whom a registration application has been received by the Organiser before or on 20 December 2010, will be allowed to appear in the exhibition Guide. In any case where the participant is found to have registered any person not complying with this condition, the participant will be required to pay a membership fee of €1,090 (+19.6% VAT) for each of those concerned. Failure to comply will render the participant liable for the penalties specified in Article 11, clause 2 of the Rules related to MIDEM, which are printed hereafter.

**12 MAXIMISE YOUR PARTICIPATION AND VISIBILITY on MIDEM website**

Choose to highlight your company on MidemWorld, the online network for MIDEM/MidemNet participants: Draw attention to your company profiles in the list of results: participants, company, catalogue, services and logo and see who visited your profile.

	Net price	Price inc. 19.6% of tax	N° of product	TOTAL inc. of tax
Maximise your visibility on MIDEM website	€190	€227.24	<input type="text"/>	€ <input type="text"/>

**13 TOTAL PAYMENT**

**TOTAL DUE FOR PARTICIPATION <sup>10</sup> inclusive of tax €**

**VISIBILITY ON MIDEM website <sup>12</sup> inclusive of tax €**

**BALANCE DUE €**

The VAT on participation (item 10) is obligatory for all customers. Instructions for sales tax recuperation will be sent with your invoice. VAT on advertising (item 12) is obligatory for all French customers and UE customers without the European Tax Number. (For all other EU companies, the European Tax Number of the company has to be specified on the contract).

**14 TERMS OF PAYMENT**

This participation contract must in all cases be accompanied by payment. As stated in Article 2 of the Rules related to MIDEM, in the absence of the corresponding payment, the signatory company shall still owe the sum indicated. Additionally, no hotel request can be dealt with, nor guide or MIDEMWorld listing processed until full payment is received.

**15 DECLARATION OF AGREEMENT**

The undersigned acknowledges that he/she has read the Rules related to MIDEM, an extract of which is printed hereafter, and undertakes to comply with these Rules. He/she confirms that he/she has duly informed the appropriate employees of his/her company that their personal data is processed by computer and that he/she has informed them of the terms of Article 10 of the Rules and of their rights in connection therein. In particular, he/she acknowledges and accepts that personal data are accessible to participants or their partners that may be located in states that may not provide a sufficient level of protection equivalent to the European Union Directives related to the processing of personal data. Furthermore, in view of the professional nature of the market, he/she undertakes on his/her honour not to engage in any act of counterfeiting or piracy. Therefore, he/she hereby guarantees Reed MIDEM against any action based on Reed MIDEM's use of said data as permitted by Article 10 of the Rules. Finally, the undersigned represents and warrants that he/she is duly authorised by his/her company to bind it by the Rules hereof and agrees that he/she is personally bound and liable pursuant to the Rules hereof in the event such authority to bind his/her company does not actually exist.

Signature (COMPULSORY)  Date

Stamp (COMPULSORY) 

**THIS CONTRACT IS FINAL AND BINDING**



**16 WAYS TO PAY**

**PLEASE INSERT THE TOTAL AMOUNT OF THE BALANCE DUE INCLUDING VAT HERE.**

Please find the accepted options for payment below.

**PLEASE ENTER THE BALANCE DUE €** \_\_\_\_\_

I'm paying by Bank Order to:

**IMPORTANT:** Clients wishing to make bank transfers who deal with our UK and US offices should consult them for exact Bank details.

Bank Name	Bank Code	Agency Code	Account Number	Control	Swift Code
CIC	30066	10947	00010005001	79	
IBAN	FR76 3006 6109 4700 0100 0500 179				CMCIFRPPXXX

I'm paying by Euros draft or cheque.

Please make cheques payable to: **Reed MIDEM**

**UK OFFICE CLIENTS ONLY:** I'm paying by UK cheque amended to Euros. Please make cheques payable to: **Reed MIDEM**  
ATTENTION: This option is not acceptable less than 4 weeks prior to the event.

**For security reasons, contracts containing credit card details can only be sent by fax or by post, contracts containing credit card details cannot be accepted by email.**

I'm paying by credit card.

VISA  MASTERCARD  AMEX

Card number \_\_\_\_\_ Expiry Date \_\_\_\_\_

Name of card holder (as seen on card) \_\_\_\_\_

Signature (COMPULSORY)

Date (COMPULSORY)

**17 PLEASE RETURN THIS COMPLETED CONTRACT TO YOUR LOCAL OFFICE**

Reed MIDEM Ltd.  
UK & Australia & New Zealand  
Client administration  
Walmar House - 296 Regent Street  
London - W1B 3AB  
Tel.: +44 (0)207 528 0086  
Fax: +44 (0)207 895 0949  
javier.lopez@reedmidem.com

Reed MIDEM North America  
USA & English speaking Canada,  
Latin America  
Client administration  
360 Park Avenue South - 9<sup>th</sup> Floor  
New York, NY 10010  
Tel.: +1 212 284 5142  
Fax: +1 212 284 5148  
midemusa@reedmidem.com

Reed MIDEM Paris  
Headquarter  
Europe (excluding the UK), French speaking  
Canada, Asia, Middle East, Africa  
Client administration  
11, rue du Colonel Pierre Avia - BP 572  
75726 Paris Cedex 15  
Tel.: +33 (0)1 41 90 48 10  
Fax: +33 (0)1 41 90 49 20  
registration.deptmidem@reedmidem.com

**18 RULES - Extract (the complete version of the Rules applicable to this contract can be found on [www.midem.com](http://www.midem.com))**

## I - INTRODUCTION AND SPECIFIC PROVISIONS

The purpose of MIDEM (hereafter the "Event") is to bring together professionals in the Music business, particularly, Publishers, Producers and Distributors of audio and video products and, more generally, any natural or legal person whose operations are directly related to the music field, provided these do not prejudice the organisation's activities in any way whatsoever. Reed MIDEM, a French simplified joint stock company (société par actions simplifiée) with capital of EUR 310,000, having its registered office at 9-13 rue du Colonel Pierre Avia, 75015 Paris, France, registered with the Paris Trade and Companies Registry under the number B 662 003 557, is the Organiser (the "Organiser") of this Event.

In view of the need to protect all the participants in MIDEM against piracy, each participant will expressly refrain from offering or proposing, in any form whatsoever, in particular by means of just catalogues and/or brochures, exploitation of products or rights in breach of the provisions of the CODE DE LA PROPRIÉTÉ INTELLECTUELLE [FRENCH INTELLECTUAL PROPERTY CODE] governing copyright and similar rights.

Furthermore, and to ensure that MIDEM is completely transparent, the participant undertakes to forward at the Organiser's first request all the catalogues and/or brochures or media relating to the products and rights he/she/it is offering or proposing.

Failure to comply with the undertakings so made by the participant will lead, automatically and without notice, to the following penalties against him/her/it:

- In the case of a breach of the provisions of the CODE DE LA PROPRIÉTÉ INTELLECTUELLE governing copyright and similar rights, which is duly established and constitutes a clear infringement – his/her/its immediate exclusion from MIDEM, and/or a ban on his/her/its participation in such for two full consecutive years, and without reimbursement of the amount of his/her/its participation or of any sum paid by him/her/it, which will remain vested in the Organiser.

- In the case of refusal to forward the above-mentioned documents or media, and in the case that such forwarding is deliberately incomplete – a ban on his/her/its participation in MIDEM for two full consecutive years; with the Organiser reserving the right to check anywhere within the confines of MIDEM that the participant concerned has indeed forwarded to it all the documents and media in question.

## II - GENERAL PROVISIONS

The participant in the Event, whether as exhibitor, exhibitor's staff, participant, speaker, guest, etc. (the "Participant") formally undertakes to comply with these RULES and to comply in all respects with the applicable regulations in the scope of its participation to the Event. It undertakes furthermore to take note of and to accept without reservation the instructions laid down by the Management of the PALAIS DES FESTIVALS ET DES CONGRES DE CANNES, (hereinafter "Palais des Festivals") particularly as regards health and safety regulations, these latter documents being communicated to it, in particular, in the "Technical Manual" relating to the Event. Access to the premises is prohibited for children under the age of 16 years old. Access could be refused or withdrawn to any person, who is not correctly and appropriately dressed, and, more generally, whose dress or behaviour could interfere (inside the Palais des Festivals and its outskirts, as well as inside any exhibition area as determined by the Organiser) with the image of the Event, its serenity or decorum.

More generally, each Participant hereby guarantees that its offer of products and / or services does not contravene public order and the applicable regulations. Notably, each Participant acknowledges that it is strictly forbidden to exhibit products and/or services that are illicit or result from illicit activities and that it is also strictly forbidden to non authorised parties to propose products and/or services which result from regulated activities. In this respect, in case of infringement of the applicable regulations, Participants may face legal proceedings, without prejudice to any measures that the Organiser reserves to take in order to put an end to the trouble.

### 1 - Organiser's obligations and rights

The Organiser undertakes to ensure that the Event is properly conducted in CANNES (FRANCE) on the dates indicated in this contract, and every day from 9.30 am to 7.00 pm.

The dates may however be changed by the Organiser, in addition to an unforeseen circumstance or force majeure, without the participant being able to object to this or to claim any compensation, if it was in the interest itself of the Event, in view of its purpose and its international character, that such a change should take place, with the Organiser being responsible for notifying the Participant of such in writing as soon as possible in the light of the circumstances.

In the case of non-availability of the premises planned for running the Event in CANNES, FRANCE, for reasons outside the Organiser's control (such as administrative measures, unilateral decisions of the CANNES Town Hall ["Mairie"], etc.) or in the case of force majeure, the Organiser, after notifying the Participant of such and without the other conditions of its undertaking of participation being changed, in particular as regards the amount of such, may organise the said Event in another town or city or another country, if needed, that is able to accommodate such an Event of an international character, provided premises could be made available to it of the same standing and conditions of accommodation.

Failing this, the Organiser may cancel the Event outright after notifying the Participant of such; in this case, the participation contract with or without letting of stands will be terminated as of right. The sums still available from the amount of the participations, after paying all the expenses incurred by the Organiser, will be divided among the Participants pro rata to the sums paid by them, without them being able to bring any proceedings on any count and for any reason whatsoever against the Organiser, which each Participant expressly agrees to, this being an essential and determinant condition of its adhesion to this participation contract with or without letting of stand.

THE ORGANISER IS EXEMPT FROM ANY LIABILITY FOR ANY OR LOSS, DAMAGE, INJURY, COSTS AND EXPENSES GENERALLY (INCLUDING INTERFERENCE WITH POSSESSION OR QUIET ENJOYMENT AND ANY COMMERCIAL HARM OR LOSS) THAT MIGHT BE SUFFERED BY THE PARTICIPANTS FOR ANY REASON WHATSOEVER, AND IN PARTICULAR FOR DELAY IN OPENING, PREMATURE SHUTDOWN OF THE EVENT, CLOSURE OR DESTRUCTION OF STANDS, FIRE AND ANY ACCIDENT, ETC. The Organiser reserves the right to ban or to limit sales involving immediate delivery on the spot to the purchaser.

### 2 - Participant's rights and obligations

#### 2.1 - Registration of Participant's employees

The Participant may accredit only its full-time salaried staff in a same country, it being specified that a supporting document may be required by the Organiser on the date of signature of the participation contract. In the case where the Participant has accredited a person who does not meet the aforesaid conditions, it will be obliged to pay a company registration fee as prescribed in the participation contract.

#### 2.2 - Participant's obligations

2.3 This participation contract is final and irrevocable. In the case of withdrawal at any time whatsoever and for any reason whatsoever, except in the case of force majeure, the signatory to this participation contract will remain liable for the full amount of its participation and for any invoice relating thereto; in the case of force majeure, however, all payments it will have made and received by the Organiser will be returned to the Participant.

The amount of the participation must be paid in accordance with the terms specified in the paragraph "PAYMENT TERMS" of the participation contract; it being provided that the amount of such participation will be the subject of a billing for various expenses that are chargeable to the participant (telephone, technical services, etc.), which must be paid subject to the same above-mentioned conditions. Such expenses will be invoiced at the end of the Event.

As stated in article L. 441-6 of the French Commercial Code, in case of delay in payment, the Participant is liable of the penalties of delay, equivalent to 3 times the legal interest rate, as of the first day following the fixed date of payment, stated in the Participation contract and in the invoice. Such provision shall not be considered as a grant of delays in payment. (...)

### 5 - health and safety regulations - order and policing

The Participant is obliged to take note of and to comply with the health and safety regulations measures laid down by the Public Authorities or by the management of the Palais des Festivals, or that may be adopted by the Organiser(...)

The Participant is likewise obliged scrupulously to comply with the internal order measures inside the Event or any policing measures prescribed not only by the Organiser, but also by any competent authority.

### 6 - advertising - distribution of documents or items or objects of any kind

#### 6.1 - advertising

Any form of advertising other than that using the media made available to the participant by the Organiser, and for which the fees for insertion or display have been paid beforehand in accordance with the rates in force, is strictly forbidden. Any authorised advertorial-type advertising within the Event venue must carry the banner "PUBLICITÉ" [ADVERTISEMENT]. For example, the use of self-adhesive advertisements or advertising materials not specifically authorised by the Organiser is strictly forbidden. Furthermore, the distribution of prospectuses, brochures, leaflets or documents of any kind as a promotional item is strictly limited within the Event venue and is subject to the Organiser's prior permission.

The Organiser, in particular in its capacity as publisher of the various catalogues and daily newspapers specific to the Event and the person responsible for their publication, will have a right of control over all advertising wordings or announcements for the purposes of ensuring the proper conduct and unity of the Event and more generally the interests of all of the Participants. In this respect, it may inter alia remove any references that may attract directly or indirectly any participant outside the confines of the Event, such as a reference to a hotel or to any premises outside the said Event.

Furthermore, it is specified that the Organiser is the sole holder of the rights to publish and to distribute catalogues and daily newspapers. It may grant all or part of such rights. The information necessary for the drafting of the catalogues and daily newspapers is provided by the participant on his/her/its own responsibility. The Organiser will not be liable for omissions, errors of reproduction, composition, etc., that may occur. In the case that a Participant who/which has placed an order for advertising has not forwarded to the Organiser the documents and information necessary for its publication by three weeks before the opening of the Event (for catalogues), and twenty-four hours before their publication (for daily newspapers), the Organiser reserves

the right to print on the site adopted the words: "Site reserved for...", followed by just the Participant's name, and the latter will be unable to demand reimbursement of its order or any compensation whatsoever. The documents used for the publication of such advertising will be returned to the Participant or its agent only at their request. As the Organiser is obliged to keep them for only one year, it may destroy them once this time-limit has passed. Because of technical requirements, preferential spaces cannot be guaranteed. One copy of each advertisement for the record will be sent after publication to the Participant or to its agent. Insofar as the Organiser, because of non-conformity of the material delivered, has to design and produce the advertisements, the Participant will be obliged to pay it for the relevant works of design, composition and execution.

## 6.2 - sponsoring

Any Participant in the main Event will be able to sponsor one or more of the side-Events or publications organised in connection with the main Event, subject to complying with all of the provisions of the RULES. The Organiser will allocate the right to sponsor each of the side-Events to the first Participant who has applied to do so and has forwarded to the Organiser payment of the sums owned for such sponsoring on the date of signature of said participation contract. The right to sponsor includes visibility at the side-Events referred to in the Advertising /Sponsoring contract. The terms for sponsoring will be specified in a separate contract. The Organiser, in particular in its capacity as publisher of the various catalogues and daily newspapers specific to the main Event and the person responsible for their publication, will determine the spaces available in connection with the sponsoring and will have a right to check, on each of the media, the contents reflecting the sponsoring of the Event in question. The intellectual property rights relating to the contents issued at the Events will remain the property of Reed MIDEM and/or of their authors. A Participant's application to sponsor a side-Event will be final and irrevocable. In the event of withdrawal at any time whatsoever and on any grounds whatsoever, except in the case of force majeure, the Participant concerned will remain liable for the full amount owing under this provision and for any invoice relating to such, except in the case of force majeure, notwithstanding the Organiser's right to substitute for the Participant in default any other sponsor of its choice. The Organiser will not under any circumstances be held liable for the statements or other information provided by the sponsor, who warrants that the said information is not contrary to public policy; that it is the owner, as the case may be, of all the intellectual property rights or other rights relating to the said content or information; that such content or information may be freely used and reproduced and that no third party has any ownership or other property rights over such content or information. The sponsor undertakes to indemnify and compensate the Organiser in respect of any third-party claim relating to the contents or information provided by him/her/it, the subject of the sponsoring.

## 7 - hotel

As the Organiser may have entered into agreements with the Hoteliers of Cannes and its surrounding area, in order to be able to provide, as far as possible and on the best terms, accommodation for MIDEM Participants, without it however being liable in particular in respect of the reservation of the hotel chosen, each Participant formally undertakes throughout the Event not to install in the rooms or the suites of the hotels any electro-acoustic or video reproduction equipment that is not in accordance with the intended purpose of the premises, on pain of being required by the Hotel Management to remove such equipment forthwith.

## 8 - exclusivity of the Participant's activities within the confines of the Event

The Participant will expressly refrain from engaging outside the Palais des Festivals as well as any other exhibition area, as determined by the Organiser from time to time, in activities identical or similar to those exercised within the confines of the Event during such and in particular on premises such as a hotel or any other premises outside the said Event. It undertakes therefore and in particular not to attract directly or indirectly any other Participant outside the Palais des Festivals and/or any other exhibition area as determined by the Organiser in order to present there any of its products or services that fall within the scope of the subject-matter or purpose itself of the Event.

## 9 - photographers and cameramen

Photographers and cameramen may be allowed, with the Organiser's written permission, to operate within the confines of the Event. A print of all the photographs taken or a copy of the audio or video recordings so made must be delivered to the Organiser within fifteen days after the close of the Event. Such permission may be withdrawn at any time. The taking of photographs by participants may be banned by the Organiser.

The Organiser reserves the right to photograph, and/or to record the voice and image of the Participant(s), stands or certain items or objects on the stands, and to communicate the same to the public worldwide, by representing (in particular for live or deferred broadcast), reproducing without limitation of number of reproductions, publishing of the photograph(s) and/or of the recording(s), in all formats (notably in downloadable formats including MP3, podcast or webcast), by all known or unknown processes, whether entirely or by extracts, on all existing or future material and immaterial carriers, without limitation, such as paper, optic, analogical, digital (CD, DVD) or on electronic networks, (including on the Internet, on the Organiser's websites and/or the

Organiser's partners' websites), and on any other promotional/marketing tools that the Organiser may use for informational or promotional purposes, except where the Participant has objected in writing beforehand.

## 10 - information technology and civil liberties

Personal information, including photographs, that is requested from the Participant is essential for entering into this contract and for access to the Event. It is the object of a processing which has been declared to the French Data Protection Authority. It is forwarded to third parties, including those companies of the Reed Elsevier group, with whom the Organiser has contracted for the purposes of implementing this contract and other Participants registered to the Event, which are located all over the world for purposes of organising their participation to the Event. Information 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 Participant concerning photographs.

Through the Organiser, and except where there is an objection by the Participant, the latter may receive commercial offers or proposals from the Organiser, from other companies that are contractually linked to the Organiser and from other Participants registered to the Event.

Upon registering to the Event, since the Participant's personal data are accessible to all other Participants, the Participant acknowledges and accepts that the Organiser can not be held liable for the use that is made of those data by the other Participants or their partners, said Participants and partners being located in states that may not provide a sufficient level of protection equivalent to French law, and in particular French Data Processing, Data Files and Individual Liberties Law dated January 6th, 1978 as modified.

Pursuant to the said law the Participant may exercise, at the following address: [contact.nil@reedmidem.com](mailto:contact.nil@reedmidem.com), a right of access, of rectification and of opposition or objection as regards the personal information concerning it that is present on the Organiser's database(s).

All Participants undertake to use said data only for purposes of organising their participation in the Event. In particular, any prospecting for purposes other than the abovementioned is prohibited. The Organiser reserves the right to have any disturbances caused by any such prohibited use terminated by any means, including the disconnection of the Participant from the database. This is without prejudice to any legal action that the Organiser may take in order to exercise its rights and of any damages to which the Organiser may be entitled as a result of such breach of contractual provisions.

## 11 - penalties

Any breach by the Participant of the provisions of these RULES prescribed by:

- clause 2 concerning payment of the amount of the participation, (...)
- clause 7 concerning the ban on installing in hotel rooms and suites any equipment that is not in accordance with the intended purpose of the premises,

- clause 8 concerning the ban on engaging outside the Palais des Festivals in activities similar to those exercised within the confines of the Event during such, will lead automatically and without prior notice, this being a breach of the essential and determining conditions of adhesion to this contract, to the immediate exclusion of the Participant from the confines of the Event and without reimbursement of the amount of the participation or of any sum paid by him/her/it, which will remain vested in the Organiser.

Any other breach by the Participant of the provisions of these RULES may lead to the same penalties but after prior notice to remedy such that has continued to have no effect for a period of 24 hours from receipt of such.

In addition, the Organiser reserves its right to unilaterally and ipso jure terminate the participation contract in case of any breach or non performance by the Participant of the above-mentioned provisions of the Rules, without prejudice of any damages that the Organiser could claim because of such breach and/or of the non performance.

## 12 - miscellaneous provisions

The Participant by signing the participation contract with or without letting of stands agrees to the provisions of these RULES and, as the case may be, of the "Technical Manual", as well as any further provisions that may be imposed by the circumstances and adopted in the interest of the Event by the Organiser, which reserves the right to draw their attention to such, even verbally. Any mention or note made by the participant to the present Rules shall be considered as null and void. These Rules are subject to modifications and are deemed to have been accepted by the Participant(s) for itself and on behalf of its directors, employees, representatives, agents, suppliers and/or guests and prevail over any other terms and conditions.

THESE RULES AS WELL AS THE PARTICIPATION CONTRACT WITH OR WITHOUT LETTING OF STANDS, WHICH CONSTITUTES AN ADHESION CONTRACT, ARE GOVERNED BY FRENCH LAW, AND THE FRENCH VERSION OF SUCH, WHICH THE PARTICIPANT IN ANY CASE ACKNOWLEDGES HAVING TAKEN NOTE OF (ON THE WEBSITE [www.midem.com](http://www.midem.com) AND/OR UPON WRITTEN REQUEST BY HIM/HER/IT TO THE ORGANISER), WILL ALONE BIND THE PARTIES, WHICH THE LATTER EXPRESSLY RECOGNISE. IN THE CASE OF A DISPUTE RELATING TO THE INTERPRETATION OR THE IMPLEMENTATION OF THIS ADHESION CONTRACT, THE COURT OF THE PLACE OF THE ORGANISER'S REGISTERED OFFICE WILL HAVE SOLE JURISDICTION TO HEAR SUCH, WHICH THE PARTIES EXPRESSLY AGREE.