

# MIDEM 2020

## 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-related startup competition featuring the world's hottest startups proposing digital solutions that will help the music industry build new consumer experiences (hereafter the "competition"). The competition is held in the framework of MIDEM, the international music-networking event organized by Reed Midem (hereafter referred to as "MIDEM")

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 decisions taken by each jury in each category.
- 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

#### 2.1 Applicants conditions

Midemlab is open to all startups from around the world.

Startups must be:

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

(hereafter referred to as "Applicant")

Reed MIDEM reserves the right to request the justificatory documents.

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.

#### 2.2 Projects conditions

**There is no additional cost for entering the startup competition.**

There are 4 different categories for which Applicant can apply:

- o Music Creation & Education
- o Music Distribution & Discovery
- o Music Marketing & Data /Analytics
- o Music Live Experiences

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.

Entries must be submitted online before February 18<sup>th</sup>, 2020. 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.

By entering the competition, the Applicant:

- 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.
- 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 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

All applications that meet the conditions of participation, as specified in ITEM 2 above, will be transmitted to Partners.

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

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

- Viability of the business model
- Innovation
- Market potential

The pre-selected Applicant per category (hereafter "the Finalist") will be notified of his pre-selection in writing by Reed MIDEM 30 days prior to Midem at the latest. Finalists will have to provide a link to a video clip (1'30 duration maximum) uploaded on YouTube and presenting their company and/or product. This video may be promoted in a turnover rotation with other Finalists' videos on MIDEM online platforms.

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 in Cannes, France. The exact date will be notified to Finalist.

There will be one pitching session 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 and a personalised coaching session.

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 of 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:

- Free legal advice
- Free PR advice
- Free Marketing advise
- Free mentoring
- One year of free subscription to a professional music bulletin
- One free registration to the following MIDEM edition
- Individual private meetings with high professionals of the industry CEO
- 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)

### **ITEM 5: APPLICANTS/FINALISTS OBLIGATIONS & BENEFITS**

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 recognition in their promotional activities.

### **ITEM 6: INTELLECTUAL PROPRETY RIGHTS**

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 2 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](http://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.

In this regard, Applicants authorise Reed MIDEM for a period of five (5) years, for any informational, promotional, marketing and/or commercial purposes to:

- photograph and make video or audio recordings of the pitch session (hereinafter referred to as the "Recording")
- broadcast, live or deferred, the Recording of the session on tangible or intangible media platforms, including media networks and the Internet (such as but not limited to: TV, Facebook or YouTube).
- adapt the Recording to be included within a compilation of other contents of the event - notably for Continuing Professional Development purposes - and represent, reproduce, distribute and market the said compilation
- communicate and transfer images in which Applicant appear to a third party in order to disseminate the Recording to the public including media 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,
- communicate the Recording on all tangible or intangible media known or unknown at this time, notably digital media and internet, and on any other promotional or marketing tool it may use, being specified that Reed MIDEM 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 7: PRIVACY AND DATA POLICY

Reed MIDEM collects Applicants personal data by the present document or via the online Applicant database, or during participation to the Event (attended places or events, services operated) in accordance with the following disposition and the Privacy Policy (<https://privacy.reedexpo.com/en-gb.html>).

The data is processed by Reed MIDEM for the purposes of carrying out its contractual obligations (notably data base management, access to the online 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, except for the online Applicant database where data is stored for a maximum duration of 3 years.

This personal data can be:

- integrated into the online database available to MIDEM participants 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. Participants or 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 participants. Reed MIDEM will provide its best efforts to stop by any means any disturbance caused by any forbidden use of personal data. Reed MIDEM shall, under no circumstances, be held liable regarding the unlawful data processing and use from other participants 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 Participants, 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, Reed MIDEM 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 Reed MIDEM, by writing to Privacy Centre webform (<https://privacy.reedexpo.com/en-gb/privacy-centre.html>). In case of unsatisfied answer to Applicant 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)

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 8: CLAIMS

Registering and competing for Midemlab 2019 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.

## ITEM 9: 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.