



## MIDEM 2021

### MIDEM TALENT EXPORTER - 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 Talent Exporter Programme (hereafter the "Programme").

Midem Talent Exporter is the artists' ultimate music accelerator for international expansion, designed to support managers, agents, labels and publishers as they look to grow their artists' profiles globally. The Midem Talent Exporter is held online in the framework of Midem Digital 2021 Edition, the international music-networking event organized by Reed Midem (hereafter referred to as "MIDEM").

The Midem Talent Exporter is supported by prestigious corporate partners (hereafter the "Partner(s)"), who shall actively participate to the selection, the accompanying of the artists, may award the best projects.

Reed MIDEM undertakes to organise the event and to facilitate the professional gathering and opportunities between the selected artists and the Partners. However, Reed MIDEM is not liable for the undertakings of each Partner vis à vis of the selected artist(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 selected artist(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 Talent Exporter" call for entries is open to all bands, managers, publishers, labels, agents and promoters from around the world who would submit an artist /band (here-after the "Applicant's"), that fit the criteria here-below.

Applicants must:

- Be an individual artist or a band;
- Be 18 years old or over;
- Demonstrate from a creative personality /

attitude;

- Present original musical creation (audio and/or video). No sampling or unauthorized use of copyright protected material accepted. The track(s) can be acoustic, electronic, instrumental or featuring voices;
- Have a dedicated professional supporting team, at least one person (manager, label, agent etc.);
- Be represented by a company (label, publisher, agent or the artist himself if he holds a legal entity);
- Have a minimum of 5 official live or livestream performances booked/held between 2019 – 2021;
- Show media coverage & solid presence on social networks;
- Present a career development strategy (including export) with concrete short and long-term objectives; Be looking for potential partners, especially for export;
- The artist/band's artistic merits and latest news will also be taken into consideration

The Applicant need to:

– **Apply before July 31<sup>st</sup> 2021**, (by 15:00 GMT) on the MIDEM website (the "date").

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 the artist/band short term & mid-term development plan (including export).

**There is no cost for entering the competition nor for participating to the programme.**

After the 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: Call for entries free and open to all Applicants gathering the Item 2 conditions ;
- STEP 2: Submissions will be reviewed by the Midem team to select the artists/bands that will take part to the programme ;  
The selection will be made on the following criteria:
  - Artistic merit
  - Development strategy
  - Export potential
- STEP 3: Each selected artist/band will be notified of his pre-selection in writing by Reed MIDEM 30 days prior to Midem Digital 2021 Edition at the latest.

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: SELECTED ARTIST/BAND OBLIGATIONS & BENEFITS

The Applicant acknowledges and agrees, on behalf of each selected artist/band to the following benefits and obligations:

#### 4.1 Benefits

- All artists/bands will be able to:
  - Present their project during Midem Digital 2021 Edition;
  - Meet with music supervisors and talent buyers - agents, promoters, festivals, curators, PR, music editors and A&R - from around the world;
  - Learn about talent development;
  - Discover the latest artists' solutions to boost artists' career
  - Be shortlisted to integrate
    - other programmes for artists developed with partners: Songwriting Camp, Recording Studios, etc.
    - exclusive workshops organized by leading music industry brands : Spotify, etc. (submit to partner's approval)
  - Get massive exposure
    - promotion on Midem communication tools
    - print and online as well as through Midem community
    - midem Digital platform (12K unique visitors in 2020)
    - midem.com (230K unique website visitors in 2020)
      - Midem newsletter (50K qualified contacts in 2020)
      - Midem direct marketing campaign

- Midem YouTube Channel
- Social Media (94K fans and followers)
- Cross-Promotion by the Midem partners, among other

- Access to Midem qualitative online data base & matchmaking recommendation tool - which allows you to network with other delegates and manage your schedule before arriving to Cannes

The exact type of event place and date will be notified to Finalists.

Finalists will have the opportunity to present their project digitally (exact format will be notified in due time).

#### 4.2 Obligations

- All selected artists (including musicians and technicians when relevant) must be employed by a company or self-employed (for EU members);
- The selected artist/band (or a representative) must be available to attend Midem Digital 2021 Edition.  
The detailed programme of all sessions will be communicated 3 weeks prior to Midem Digital 2021 Edition at the latest;
- In case the artist/band cannot attend 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.
- The artist/band is to provide Midem with all promotional elements (picture, biography, video clip, etc) before early October 2021
- The artist/band is to provide Midem with an exclusive live performance of at least 20 minutes recorded for the occasion before early October 2021. The artist/band will ensure the clearing of the right for Midem to use the content.
- The artist/band is to provide Midem with all administrative documentation, requested authorization and proof before early October 2021.
- The artist/band representative must ensure that each publicly performing artist and technician (when relevant) has signed an employment contract ongoing at the date of Midem event;

- Each selected artist/band 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 for a period of 5 years following MIDEM.

To the same end, the selected artist/band 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 for a

period of 5 years following MIDEM.

As MIDEM is a communication and promotion forum for the music, mobile and internet entertainment industry, the selected artist/band 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 2021. For the same purpose, the selected artist/band 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 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 2021, and for a term of five 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/Selected artist/band 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).

#### **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 Application for selection of the Applicant, including but not limited to online communication problems.

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 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 Talent Exporter implies full acceptance of the present Terms and Conditions as well as of the necessity to formalize later the:

- Authorisation form, for all the promotion made before, during and after MIDEM 2021 including Special agreement or Release for the reproduction/representation of selected artist/band's track on the Midem Official playlist
- 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.

#### **ITEM 7 : PRIVACY AND DATA POLICY**

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

- The data is processed by the Organiser for the purposes of carrying out its contractual obligations (notably customer's data base management, access to the online Nominees' 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.
- This personal data can be:
- integrated into the online database available to Nominees to enable them to prepare the Event, network, promote their business and schedule their business appointments during the Event. In this respect, Nominees undertake not to use the data for any other purposes. Nominees 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 Nominees. Reed MIDEM will provide its best efforts to stop by any means any disturbance caused by any forbidden use of personal data. The Organiser shall, under no circumstances, be held liable regarding the unlawful data processing and use from other Nominees 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 Nominees, 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, the Organiser 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.
- Nominees 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 the Organiser, by writing to Privacy Centre webform (<https://privacy.reedexpo.com/en-gb/privacy-centre.html>). In case of unsatisfied answer to Nominees' request, Nominees 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)

#### **ITEM 8: 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.