

## 1 • PRELIMINARY

The Société de Gestion d'Opérations commerciales pour le Festival International du Film (SOGOFIF) is responsible for the organization of the Marché du Film, hereafter the "Marché du Film" or "Marché", which takes place as part of the Festival de Cannes (the "Festival"). The SOGOFIF is a subsidiary of the Association Française du Festival International du Film (AFFIF). The aim of the Marché du Film is to promote contacts between professionals from the film industry and to facilitate the international business of film rights, whether the films are completed or not. These films are defined as feature films destined for a first release in theatres. The Marché du Film offers various services strictly reserved to the registered participants, hereafter "Participants" or the "Company". Access of Participants to these services is conditional upon the total acceptance of the Rules and Regulations laid out hereafter, as well as those related to each specific service. It is expressly reminded that the Marché du Film cannot be held accountable regarding any commercial or press-related results expected by the Company. This non-accountability also applies to all the programs and services provided by the Marché du Film.

## 2 • CONDITIONS OF REGISTRATION

A) Registration at the Marché is open, subject to the specifications in Article 3 below, to the directors and employees (hereafter the "Participants" or the "Company") of:

- a) companies whose main activity is the production, distribution, financing, exploitation or international broadcasting of feature films,
- b) companies providing related services (including technical, business, financial or legal services),
- c) institutions, associations, councils, professional organizations and independents whose main work is in relation with the film industry.

B) Companies and independents registered at the Marché du Film are expressly forbidden, in any form, to exploit products or rights in violation of legislative clauses concerning copyright and counterfeit (Code de Propriété Intellectuelle). Any infringement of this rule, duly verified, will result in the immediate application of those sanctions laid down in Article 10.

C) Companies, institutions, associations, councils, organizations or independents in charge of registration at the Marché for third parties undertake to have the Rules and Regulations accepted by those registered. Moreover, they vouch for the perfect respect of these by all third parties.

D) The Marché du Film is intended for adult professionals.

Moreover, companies agree to act with perfect respect of the Rules and Regulations specified in Article 2A and to communicate immediately to the Marché all useful information concerning those registered. In case of non-respect of this clause, registrations will be cancelled and all amounts paid to the Marché du Film will remain its property.

In addition, since registration at the Marché is only attached to one name and issued *intuitu personae*, buying registrations in order to sell them is strictly forbidden, except with a preliminary agreement of the Marché. This includes any offer to facilitate the obtaining of an accreditation against payment, and this upon risk of exclusion.

## 3 • REGISTRATION PROCEDURE

A) Registration with the Marché du Film is possible online only, on [www.marchedufilm.com](http://www.marchedufilm.com). Once the online registration has been validated, the Participant is obliged to heed to the Rules and Regulations of the Marché and to pay the registration fee in full. Non-participation or cancellation of the registration, whatever the reason, does not release the Participant of this obligation to pay the registration fee in full; in addition, registration is valid only for the person registered and cannot be transferred to another person of the same Company.

The Marché du Film has the right to refuse the registration of Companies or Participants:

- a) who do not meet the admission criteria defined in articles 1 and 2 above, without being obliged to justify its decision
- b) who have been excluded in the previous two years
- c) who are directly or indirectly involved in litigation over the non-respect of their right.

In this case, the corresponding fees would be reimbursed in their entirety.

B) Specific conditions concerning registration with the Producers Network:

Registration is restricted to producers whose main activity is the production and who have produced within the last three years at least one feature-length film commercially released in a theatre or has been commercially distributed on global video streaming platforms. Screenings during festivals will not be accepted as commercial distribution. These professionals must give proof of personal credits of a film as producers (and not only their companies).

What is meant by “producer “:

- a) In France (and French-speaking Europe): “producteur”, “producteur délégué” or co-producer (official co-production) excluding line producers, “producteur executif”, associate producers, director of production, and production assistants.
- b) In the USA: producer excluding co-producers, executive producers, associate producers, line producers, production manager, and production assistants.
- c) In the rest of the world: producer or co-producer (official co-production) excluding executive producers, line producers, associate producers, production managers, and production assistants.

Registration is definitive only after validation of the specific conditions of registration by the Producers Network team. The Producers Network is limited to 500 participants and will close, without forewarning, when it has reached capacity. All activities of the Producers Network take place in English and translators/interpreters are not allowed.

## 4 • BADGE AND ACCESS

Each Participant registered with the Marché du Film Online will be given an access to the Marché du Film Online platform (log in credentials being the same as of the Cinando account).

This access gives access to Marché du Film Online screenings and conferences according to the conditions mentioned on our websites ([marchedufilm.com](http://marchedufilm.com); [cinando.com](http://cinando.com)) as well as all online publications. Acceptance of the present Rules and Regulations means the Participant accepts to be on a list which will be given to the Company organizing the screening or conference. The access is strictly personal and under no circumstances may be passed on to someone, lent or exchanged, at the risk of the offender losing all rights of access, without any reimbursement of the registration fees. In the case of loss or theft, the Marché du Film can, in certain cases, print a new badge (invoiced at a rate of 50 Euros including tax).

In the case where a Participant is barred, as laid down in Article 10, the said Participant undertakes to be cut off from the access to the Marché du Film Online.

## 5 • OBLIGATIONS OF THE PARTICIPANT

A) At the end of the registration procedure, the Participant explicitly consents to our Privacy Policy. This Privacy Policy provides the Marché du Film with authorization to publish in its works, including the electronic guides and the online databases ([marchedufilm.online](http://marchedufilm.online); [cinando.com](http://cinando.com)), all information given, including his/her photo, except in the case where the Marché receives a letter at least one month before the beginning of the Festival stating the contrary. The Participant guarantees the Marché that he/she has all the rights concerning the copyright of his/her photographs and logos sent and guarantees the Marché against any third party action. The Participant undertakes to update the information about his company, staff, films and acquisitions on the website [www.cinando.com](http://www.cinando.com). Access to and correction of this information is possible. Moreover, the Participant confirms and accepts that participation in all Marché events may entail photographic, filmed or digital reproduction, including via Internet and mobile phones, for promotional ends.

B) The Participant agrees to engage in no form whatsoever of unauthorized distribution, circulation or displays of promotional elements (leaflets, prospectus, magazines, posters, sign posting on walls, floors, glass doors or windows, distribution of promotional documents or objects, circulation of people in disguise or wearing advertising items...) concerning his/ her company, its activity, directors or members, audiovisual assets, and, in a general manner, all activities linked directly or indirectly to the Participant in the Festival and the Marché zones, except in the case of prior written agreement by the Marché.

Any infringement of this rule, duly verified, will result in the immediate application of those sanctions laid down in Article 10 and the offender will not be allowed to participate in the Marché for two years. Furthermore, the costs incurred for clearing or for repairing these promotional items will be entirely charged to the Participant, who agrees to reimburse these costs.

In the case where several Participants are involved in one and the same offence, they will be considered jointly responsible and subjected to the same sanctions; it will be their responsibility to decide how to share the damages.

C) The Participant agrees to dress in accordance with the professional setting of the Marché du Film – including outdoor venues such as the Village International, the beaches and the Plage des Palmes.

Moreover, he commits to being respectful to the employees of the organization and other participants. Improper behavior (insults, violence, vandalism, disturbance of screenings and/or conferences, damage to public order or morality, violation of security rules, etc.) will result in the immediate application of the penalties provided in Article 10.

## 6 • INVOICES AND VAT

All invoices corresponding to services bought are at the Participant’s disposal on the Internet. They are available on the website [www.marchedufilm.com](http://www.marchedufilm.com) and can be printed as “pdf” secure files through access codes given to each Participant. Companies acknowledge and accept that these files constitute the only original invoices for which no printed version will be given.

Following European regulation policies, online services associated with accreditation or screenings provided by the Marché du Film Online to companies based outside of France will not have the VAT included on the corresponding invoices (art. 259-1 of the CGI).

Companies based in one of the 27 countries of the European Union (except France) must provide their EU VAT number in order to benefit from an exemption of the VAT from their invoices for Marché du Film Online accreditation; they are to pay the VAT in their own countries respectively (article 44 Directive 2006/112/CE).

Companies based in France will have the 20% VAT added to their invoices corresponding to the Marché du Film Online accreditation.

## 7 • CONDITIONS OF PAYMENT

Payment of registration fees must be made when registering participants online by credit card (American Express, Visa, MasterCard only); other methods of payment require the express agreement of the Marché.

According to articles L441-6 and D441-5 of Commercial Law, any delay in payment will give rise to a penalty fee calculated from the day following the payment deadline stated on the invoice, with a rate of three times the legal rate of interest being applied; this rate is the interest rate applied by the European Central Bank in its recent refinancing operation increased by 10%. This penalty fee must be paid without any reminder being necessary. In addition, any delay in payment will also entail the payment of a fixed compensation fee to the Marché du Film to cover recovery costs, calculated at 40 Euros (see article d441-5 of Commercial Law). In the case where recovery costs are higher than the fixed compensation fee, the Marché reserves the right to ask for supplementary compensation. All delay in payment also gives rise to the application of the penal clause defined here-after.

In the case of non-payment on the day after that which figures on the invoice, the Marché may decide to cancel the corresponding contract without releasing the company from the obligation of full payment of the contract, as well as the interest referred to above and the amounts mentioned in the penalty clause below. The cancellation of a contract also entails the barring of the Participant from the Marché Online Platform and the immediate deactivation of his/her accreditation. In addition, registration of the Participant at the Marché and the Festival will be cancelled for the year in question and all ensuing years until payment in full is received. These provisions also apply in the case where a Participant owes money, in similar conditions, to one of the hotels in partnership with the Marché and the Festival or to one of their official suppliers. In the case of non-payment of invoices at the date due, despite the sending of the formal demand, the offender will be liable to a penalty clause of 20% of the total amount due, in addition to the interest mentioned above.

## 8 • TERMS OF CANCELLATION

In the case where a participant cancels his/her participation at the Marché du Film Online, the amount paid for registration will not be refunded and will still be due to the Marché as compensation.

## 9 • PHOTOGRAPHY AND FILMING AT THE EXHIBITION VENUE

Unless the organizer gives written permission, photographs may not be taken and films may not be shot at the exhibition venue.

## 10 • EXCLUSION

Any infringement of these Rules and Regulations, as well as non-respect of security rules, public order and the police, can entail, at the Marché's will and without any official warning or reimbursement of his/her participation fee or any other sum paid, the total of which will remain the Marché's, and depending on the gravity of the offense :

- a) a warning that any further misconduct will result in exclusion from the Marché du Film, either temporary or for the current edition;
- b) immediate exclusion of the participant from the event;
- c) immediate exclusion and barred from participating in the event for two consecutive years.

## 11 • EXHIBITION ORGANIZATION

Should it be absolutely necessary, the organizer reserves the right to make changes before and during the exhibition, without having to inform the exhibitor, provided such changes do not substantially affect the agreement that was initially signed by the organizer and the exhibitor. These changes include details such as the general and specific layout, fittings and the opening times.

## 12 • DECISION-MAKING POWER IN THE EVENT OF A THREAT TO PUBLIC SAFETY

The exhibitor authorizes the organizer to determine whether the exhibition should be interrupted or the venue evacuated in the event of threat to public safety and undertakes not to make any complaint subsequently.

## 13 • DATA PROTECTION

The information collected on the Client is processed by the Association Française du Festival International du Film and is essential in the processing of his/her request.

This information and personal data are also stored for security purposes, in order to comply with legal and regulatory obligations. They will be kept as long as necessary for the execution of the work required.

The Association Française du Festival International du Film is in charge of the processing (the "Controller"), 5 rue Charlot, 75003 Paris, [privacy@festival-cannes.fr](mailto:privacy@festival-cannes.fr).

Access to personal data will be strictly limited to the employees of the Controller who are authorised to process them as part of their duties. The information collected may be communicated to third parties linked to the company by contract for the performance of subcontracted tasks, without the Client's authorisation being necessary.

This information will also be used in the Marché du Film's online publications, as laid out in Article 5.

In accordance with Law No. 78-17 of 6 January 1978 on data processing, data files and freedoms, as amended by Law No. 2004-801 of 6 August 2004, and by European Regulation No. 2016/.679, the Customer has the right to access, correct, delete and transfer data concerning him/her, as well as the right to object to processing for legitimate reasons, rights that he/she can exercise by contacting the data controller at the postal or e-mail address mentioned above, attaching a proof of his/her valid identity. In the event of a complaint, the customer may contact the Commission Nationale de l'Informatique et des Libertés (CNIL).

## 14 • RESPONSIBILITY OF JURISDICTION

Any lawsuit which might arise between the Participant or the Company and the Marché du Film - SOGOFIF, will be under the sole jurisdiction of the Tribunaux de Paris. The French version of this document takes legal precedent.