

RULES AND REGULATIONS FOR REGISTRATION AT THE MARCHÉ DU FILM



MARCHÉ DU FILM
FESTIVAL DE CANNES
2021

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") onsite in Cannes and at a distance through Marché du Film Online platform. 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 within 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 representatives and employees (hereafter the "Participants" or the "Company") of:

- a) companies whose main activity is the production, distribution, financing, exploitation and/or international broadcasting of feature films,
- b) companies providing related services (including but not limited to technical, business, financial or legal services) for the above listed activities,
- 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 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. Exceptions may be granted for minors after examination of their request by the Marché du Film services, and provided that the minor's badge is linked to another badge of an adult. Minors who have obtained such an exception will only have access to the Marché and Festival areas if they are accompanied by an accredited adult. As films shown do not have content ratings, it falls to the responsibility of the accompanying accredited adult to determine if a film is suitable for the minor. Parents can request a badge for their breast-fed infants if they need to circulate with the infant in the Festival and Marché zones.

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, at 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 does not release the Participant of this obligation to pay the registration fee in full, subject to what is mentioned in Article 8 of the present document. In addition, registration is nominal and cannot be transferred to another person of the same Company.

In the case where the Participant is a citizen of a country for which a visa is required to travel to France, it is the Participant's responsibility to follow required procedure and to respect any possible delays in obtaining said visa.

To that end, the Participant will be able to download a visa letter intended for the French consular services of the Participant's country, at www.marchedufilm.com, as soon as the accreditation request is processed and on condition it is completed by June 22, 2021 (after June 22, 2021, no visa letter will be delivered).

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 companies having their offices outside the Palais des Festivals:

Companies holding professional activities outside the Palais des Festivals in a dedicated venue (offices in town, suites or rooms in hotels, boats, temporarily built structures, beaches, etc.) are to accept subscribing to a special pack (named Croisette Package) in order to take advantage of the services offered by the Marché du Film.

The Croisette Package is a subscription giving the holder the right to be listed as an exhibitor, to book screening slots, as well as to register for Marché and Festival accreditations.

No company holding its activities outside the Palais des Festivals without this pack will have access to Marché or Festival accreditations and services.

C) Specific conditions concerning registration with the Producers Network:

Registration is restricted to producers whose main activity is production and who have produced within the last four years at least one feature-length film commercially released in a theater 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). Official documents can be required as proof of this credit to complete the request.

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. If the producer does not respect these specific conditions, the difference between the Producers Network registration fee and that of the Marché will be kept to cover administrative costs. The Producers Network is limited to 500 participants and will close, without forewarning, when it has reached capacity. All activities of the Producers Network are completed in English and translators/interpreters are not allowed.

D) The Marché du Film registration fee includes a contribution of 20 Euros (without VAT) to protecting the environment, allocated by the Festival de Cannes in support of its environmental policy. All proceeds raised will be fully transferred to carbon footprint compensation programs.

4 • BADGE AND ACCESS

Each Participant registered with the Marché du Film will be given a badge in Cannes which will allow access to the confines of the Festival and the Marché as well as to the Marché du Film Online platform. Each Participant registered with the Marché du Film Online will be given access to the Marché du Film Online platform.

This badge gives access to Marché du Film screenings in compliance with the conditions mentioned in the Marché du Film official publications. It also gives access to the Festival screenings depending on the rules pertaining to each section.

In the case of loss or theft, the Marché du Film can, in certain cases, print a new badge (invoiced at the applicable fee).

The Online access allows the Participant to access to the Marché Online screenings according to the conditions mentioned on the Marché du Film websites (www.marchedufilm.com; www.cinando.com) as well as on online publications.

Acceptance of the present Rules and Regulations means the Participant accepts that his/her presence at each screening, conference or any other event organized by the Marché is registered; this data being subject to communication to the Company having organized the given event or screening. A badge is strictly personal and under no circumstances may be passed on to someone, loaned or exchanged, at the risk of the offender losing all rights of access, without any reimbursement of the registration fees.

In the case where a Participant is barred, as described in Article 10, said Participant agrees to return the badge or badges given to him/her if the Marché so requests.

Animals are not allowed in the Palais des Festivals and all the areas of the Festival and the Marché, except for guide dogs and assistance-trained dogs escorting persons with disabilities. An official document of justification will be required in that case.

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 France and internationally in its works, including its publications and the online databases (cinando.com), all information given, including his/her photo, except for 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 assumes responsibility to update any information about his/her company, staff, films and acquisitions on the website www.cinando.com. This information, updated before June 15, 2021, will appear in the Marché publications and is the responsibility of the Participant alone. 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 documentation and/or 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 (including but not limited to 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. 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, beaches, etc., as well as on special occasions where gala attire is required. Moreover, he/she 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.

D) In order to ensure Participants' security, the Marché du Film will put in place a sanitary protocol in compliance with the recommendations imposed for event organizations by the Authorities, and in support of guidelines for the prevention of COVID-19. By participating in the Marché, the Participant confirms his/her obligation to respect the rules imposed by the Organization. Moreover, he/she is responsible for not entering into event zones if he/she embodies COVID-19 symptoms. Any non-compliance of these rules can entail an exclusion of the Participant from the event - according to the terms marked in Article 10 of the present document. The Marché du Film declines any responsibility for cases where the Participant - despite sanitary regulations - contracts the COVID-19 virus in Marché event zones.

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 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.

The applicable VAT system varies depending on the invoiced services, the country and the fiscal status of the client. It is specified in the Rules and Regulations for each of the categories of services.

A. Regarding the accreditation services for participation at the onsite Marché in Cannes, which includes rights given to access cultural and professional events, the tax legislation (CGI, Article 279b nonies) imposes a 10% VAT to be added to the invoices corresponding to this service provided on the French territory.

B. Regarding the accreditations services for participating at the Online Marché du Film on distance, which is a professional service sold online, the tax legislation (CGI, Article 259A) imposes that the corresponding invoice :

- a. should be subject to the current rate of 20% VAT for the following cases :
- French companies
 - Foreign companies that are not subject to VAT or are not taxable
- b. Are not subject to French VAT in other cases :
- Companies based in the European Union, subject to communicating to the Marché du Film their EU VAT number (they will proceed with the reverse charge of the VAT in their respective countries, in compliance with the Article 44, Directive 2006/112/CE)
 - Companies based outside the European Union, subject to communicating to the Marché du Film a document stating they are subject to VAT or are taxable in their own countries

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. Payments made in Cannes must be made by credit card. Due to COVID-19, cash payments are no longer accepted, except for cases where a written agreement is granted by the Accreditations or Accounting Departments beforehand. (According to the French regulation, cash payments are limited to a maximum of €1000 per company).

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 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 hereafter.

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 zone and the immediate return of his/her badge, as well as immediate deactivation of his/her access to the Marché Online platform. 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 du Film or to one of the Marché 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 OF REGISTRATION

A) Due to the COVID-19 epidemic, as well as any further mutation of the latter, the Participant acknowledges and expressly agrees that the SOGOFIF can cancel the onsite event or postpone it to another date and this in order to follow the sanitary and governmental recommendations. In this case, the Organization will notify the Participant on its decision of cancelling its onsite event or that of postponement of the dates without any delay.

B) In case the Participant decides to cancel his/her participation at the onsite Marché du Film, the paid amount for obtaining his/her accreditation will remain with the Marché du Film, which the Participants expressly accepts.

C) Nevertheless, in the current context of sanitary crisis, the Participant can at any moment and before the start of the Marché du Film convert his/her accreditation for the physical Marché du Film into an accreditation for online participation. The Participant will then be reimbursed upon his/her request with the amount corresponding to the difference of the amounts of normal and online accreditation fees. The Participant can also convert his/her online accreditation into a normal accreditation for onsite Marché du Film by paying the additional amount corresponding to the difference of the amounts of the online and onsite accreditation fees.

D) In case the onsite event is cancelled, the online platform will be the one and only space for the Marché du Film and in this case the Participant will receive upon his/her request a reimbursement of the amount corresponding to the difference between normal and online accreditation fees.

E) For Companies subscribed to the Croisette Package described in Article 3-B of the present document, the following cancellation conditions will be applied, due to the exceptional circumstances related to the current sanitary crisis: In case the Marché du Film is unable to physically take place in Cannes on currently set dates or in case the Company cannot be present in Cannes on the currently set dates, and is able to provide legitimate elements justifying the impossibility (IMPOSSIBILITY) for all the representatives of the subscribed Company to be onsite in Cannes due to the COVID epidemic prohibiting them to (i) leave their country, (ii) enter the French territory, or (iii) despite their presence on French territory, freely move inside the country due to a quarantine, the Company could request a full reimbursement of the amount paid for a Croisette Package. No reimbursement request will be processed without valid proof of IMPOSSIBILITY, which must be presented no later than 15 July 2021.

In all above mentioned cases, the reimbursement will be made in best delays, normally as a credit transfer on the bank card used for the initial payment by the Participant, and this no later than October 31, 2021.

F) In case the event is cancelled or postponed due to a force majeure or other than the current sanitary crisis reason (notably, a fire, nature disaster, accident, other than COVID-19 epidemic, or any other cause) neither the Company, nor the SOGOFIF will hold responsibility. In this case, both the Company and the SOGOFIF will have the right to terminate the accreditation contract or to suspend and/or postpone its execution. In case of contract termination, the transferred amounts will remain with the SOGOFIF in order to cover the organizational costs paid by SOGOFIF. In case of suspense, the accreditation services will be suspended up until the moment that the Company and the SOGOFIF decide that the Marché du Film services can be undertaken.

9 • PHOTOGRAPHY AND FILMING AT THE EXHIBITION VENUE

Unless the organizer gives written permission, photographs may not be taken and video materials/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, temporarily or for the duration of the current edition;
- b) immediate exclusion of the participant from the event;
- c) immediate exclusion and barred from participation in future events 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 Participant, provided such changes do not substantially affect the agreement that was initially signed by the organizer and the Participant. 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 Participant authorizes the organizer to determine whether the event should be interrupted or the venue evacuated in the event of threat to public safety and undertakes not to make any complaint subsequently.

13 • 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.