

RULES AND REGULATIONS FOR REGISTRATION AT THE MARCHÉ DU FILM



MARCHÉ DU FILM
FESTIVAL DE CANNES
2023

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 remotely through the Marché du Film Online platform. 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 and professional organizations whose main work is in relation with the film industry.
 - d. independent professionals meeting the above mentioned criteria can exceptionally register at the Marché du Film: they will be listed with the mention 'INDEPENDENT' appearing next to their name.
- 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). In their capacity as Participants, they assume the responsibility to take all necessary steps and make all necessary declarations, in accordance with the regulations in place, to ensure legal authorization to broadcast musical works within the confines of the Marché du Film during the events they organize there, in particular with the SACEM and/or any other competent body for the collection of copyright or related rights, as well as to make the relevant payments to such groups. Any breach of these obligations duly noted will result in the immediate application of the penalties provided for in Article 10.
- C. Companies, institutions, associations, councils, organizations or independents in charge of registration at the Marché for third parties agree that they are accepting and abiding to the Rules & Regulations on behalf of the registered party (or parties), and that said party (or parties) will comply with and be bound by these Rules & Regulations.
- 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 the badge of an adult. Minors (under 18) who have obtained such an exception will only have access to the Marché and Festival areas if they are accompanied by an accredited adult. Since the films shown at the Marché do not have content ratings, it falls under the responsibility of the accompanying and accredited adult to determine if a film is suitable for the minor. If necessary, parents can request a badge for their breast-fed infants if they need to circulate with the infant throughout the Festival and Marché zones.

Moreover, companies agree to act with full 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 (unless there is a preliminary agreement put in place with the Marché). This includes any offer to facilitate the procurement of an accreditation in exchange for payment, which will result in immediate exclusion from the Marché.

3 • REGISTRATION PROCEDURE

- A. Registration with the Marché du Film can only be completed online at www.marchedufilm.com. Once the online registration has been validated, the Participant is required to abide by the Rules and Regulations of the Marché and 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 any required procedures and to respect any possible delays for obtaining said visa.

If necessary, the Participant may 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 under the condition that it is completed by 2 May 2023.

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 rights.

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

- B. Specific conditions concerning all companies from the film and content industry (including film sales companies, film institutions, film commissions, production companies, studios, distributors) having their offices outside the Palais des Festivals:

All companies from the film and content industry (including film sales companies, film institutions, film commissions, production companies, studios, distributors) 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.) must subscribe 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 and 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.

In the event that the Company holds its professional activities outside the Palais des Festivals by violating the present Rules and Regulations of Registration and more largely the rights of the Marché du Film, the Festival de Cannes or Marché du Film accreditation can be suspended at the sole discretion of the organizer, without reimbursement of the sum paid for the accreditation. In this case, the excluded commercial Companies will be required to immediately return the badge that has been issued to them. The Marché du Film also reserves the right to sue excluded commercial companies that have used as a reference one of the protected trademarks of the Marché du Film or the Festival to offer services identical to those of the Marché du Film outside its premises, or whose activity was aimed at denigrating the Marché du Film and more broadly harming its economic and/or moral interests.

- 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 commercially distributed on global video streaming platforms. Screenings during festivals will not be accepted as commercial distribution. These professionals must provide proof of personal credits as a film producer (and not only their companies). Official documents may be required as proof 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. All other countries: 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 400 participants and will close, without forewarning, when it has reached capacity. All activities of the Producers Network are completed in English settings, and translators/interpreters are not allowed.

- D. The Marché du Film registration fee includes an environmental contribution of 20 Euros (excluding VAT) in support of the Festival de Cannes' environmental policy. All funds collected will go directly towards carbon offset 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's official publications. It also gives access to the Festival screenings depending on the rules pertaining to each section.

The Marché du Film is not responsible for screenings organized by the Festival and only organises official Marché du Film screenings known as "Market Screenings". Consequently, the Marché du Film cannot be held responsible for any incident related to Festival screenings, in particular for the temporary unavailability of Festival ticketing services for screenings of films in the Official Selection and parallel sections.

In the case of loss or theft, the Marché du Film can, in certain cases, print a new badge (upon payment of the applicable fee). The Online access allows the Participant to access to the Marché du Film Online screenings according to the conditions mentioned on the Marché du Film websites (www.marchedufilm.com; www.cinando.com) and 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 is subject to dissemination and shared with the Company who organized the given event or screening. A badge is strictly personal and may under no circumstances be given, lent or exchanged with anyone else, 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 or any other area of the Festival or Marché, except for guide dogs and service-trained dogs escorting persons with disabilities. An official document of justification will be required in these situations.

Priority access (purple square) is reserved to companies whose main activity is the acquisition of feature films and who have acquired at least five films (films that they have not produced themselves) over the past 12 months. The Marché du Film holds the right to refuse to grant priority access to the Acquisitions Company in the event the latter does not respect the professional ethics throughout their professional activities, this professional ethics being notably based on courteous and good faith relations with colleagues, their commercial partners, and collaborators. The Marché can also decline the priority access request of a Company that has been subject to court conviction and whose behavior or actions are likely to damage the reputation or image of the Marché. Companies being granted priority access can attribute it to a collaborator of their choice representing the same Company. They exclusively can request the extension of this status to one or two additional badges by paying a lump sum. Priority access can also be granted in similar conditions to the collaborators of international festivals who regularly select films at the Marché du Film.

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 authorization to publish — in France and internationally, including its publications and online databases (cinando.com) — all information given, including his/her photo (except in the case where the Marché receives a letter at least one month prior to the Festival's start date stating the contrary).

The Participant guarantees the Marché that he/she has been awarded all rights concerning the copyright of his/her photographs and logos sent, and safeguards 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 when such changes occur. This information, updated before 2 May 2023, 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 postings on walls, floors, glass doors or windows, distribution of promotional documents or objects, circulation of people in disguise or wearing www.cinando.com items, etc.) 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 the sanctions specified 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:

- a. not to engage in any activities within the Palais des Festivals, its immediate surroundings or in any other place where events are organized by the Festival and the Marché that compete with the services defined in Article 1 above, during the duration of the Marché du Film and in the eight (8) days preceding its opening and following its closing;
- b. not to participate in any events (such as exhibitions, conferences, symposiums, discussion forums, markets, festivals) related to the film industry, organized in Cannes or in its immediate surroundings by natural or legal persons, and which would be organized without the explicit consent of the Marché du Film or the Festival, as a speaker, whatever the form of the intervention (speaker, moderator, guest, etc.), or as a partner or sponsor, and this for the duration of the Marché and in the eight (8) days preceding its opening and following its closing.

Any violation of the foregoing provisions duly noted shall entail, in addition to the immediate application of the penalties provided for in Article 10, compensation for the damage resulting from unfair competition and/or parasitical competition caused to the Marché du Film.

- D. 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 sanctions specified in Article 10.
- E. To ensure the safety and security of all Participants, the Marché du Film will implement a sanitary protocol in compliance with the recommendations imposed by government and local authorities for industry events, and in accordance with COVID-19 prevention guidelines. By participating in the Marché, the Participant agrees to respect the rules imposed by the Organization. Moreover, he/she is responsible for not entering event zones if he/she experiences COVID-19 symptoms. Any non-compliance of these rules may result in the exclusion of the Participant from the event, according to the terms specified in Article 10 of the present document. The Marché du Film also declines any responsibility for cases where the Participant – despite sanitary protocols - 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 moncompte.marchedufilm.com and can be printed as "pdf" secure files via 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 service category.

- A. Regarding the accreditation services for participation at the onsite Marché in Cannes, recommendations referring to the right of access to cultural and professional events, the tax legislation (CGI, Article 279b nonies) imposes a 10% VAT to be added to invoices corresponding to services provided on French territory.
- B. Regarding the accreditation services for remote participation in the Marché du Film Online, referring to a professional service sold online, the tax legislation (CGI, Article 259A) imposes that the corresponding invoice:
 - a. 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. not be subject to French VAT for other cases:
 - Companies based in the European Union are asked to provide 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, are asked to provide 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 (which was 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 request supplementary compensation. Any delay in payment also gives rise to the application of the penal clause defined hereafter.

In the case of non-payment on the day following the payment deadline stated 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 du Film 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 is received in full. 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 by the due date, despite an official request for payment, the offender will be liable to a penalty clause of 20% of the total amount due, in addition to the interest rate mentioned above.

8 • TERMS OF CANCELLATION OF REGISTRATION

- A. Due to the COVID-19 epidemic and any further evolution of the latter, the Participant acknowledges and expressly agrees that SOGOFIF can cancel the onsite event or postpone it to another date 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 the COVID-19 epidemic, the Participant can, at any moment and up until 3 May 2023, convert his/her accreditation for the physical & onsite Marché du Film into an accreditation for online participation (and vice-versa). Should the Participant request to switch his/her accreditation from onsite to online, he/she will be reimbursed the difference between the onsite and online accreditation fees. Should the Participant request to upgrade his/her accreditation from online to onsite, he/she will pay the remaining amount for an onsite accreditation.
- 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 COVID-19 epidemic: in the event the Marché du Film is unable to physically take place in Cannes on the current established dates, or in case the Company cannot be present in Cannes on the current established dates and is able to provide legitimate proof 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) to enter French territory, if the borders of the country of departure and/or destination are closed, or (iii) despite their presence on French territory, freely move inside the country due to a quarantine, the Company may request a full reimbursement of the amount paid for the Croisette Package. No reimbursement request will be processed without valid proof of IMPOSSIBILITY, which must be presented no later than 24 May 2023.

In all above mentioned cases, the reimbursement will be made as quickly as possible, issued as a credit transfer back to the bank card used for the initial payment by the Participant and no later than 30 September 2023.

- F. In case the event is cancelled or postponed due to a force majeure or any other reason outside the COVID-19 epidemic (such as a fire, natural disaster, accident or any other cause) neither the Company, nor SOGOFIF will be held responsible. In this case, both the Company and 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 postponement, the accreditation services will be suspended until the Company and SOGOFIF decide that the Marché du Film services can resume.

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 the Rules and Regulations, or non-compliance with security rules, public order and the police, may result in any of the following, at the sole discretion of the Marché and without any official warning or refund for any participation fees or sums paid to the Marché:

- a. a warning that any further misconduct will result in exclusion from the Marché du Film, either temporarily or for the entire duration of 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 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 should be evacuated in the event of threat to public safety. The Participant also agrees not to file a complaint as a result thereof.

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.