Visitor's Contract

midem®
connected by music

26-29 January 2013 • Palais des Festivals, Cannes, France • www.midem.com

Please return this contract by fax to your local office (see page 6)

This contract includes:

- Delegate(s) registration fee for the midem exhibition & conferences • Hotel reservation information • Company and delegate(s) listing in the midem yearbook (**DEADLINE 17TH DECEMBER 2012**) and on midemconnect, the midem online database • Access to midemconnect • A detailed company profile page on midemconnect for you to complete
- Badge preparation. Your badge will be issued only upon presentation of official I.D.

The contract should be completed in CAPITAL LETTERS.

1 YOUR COMPANY - For the midem yearbook and midemconnect listings

Company Name

Address

(incl. Street, House/Box Number)

City Zip Code/Postcode

State Country

Telephone
country code city code telephone number

Fax
country code city code fax number

Website http://

VAT Number* (Mandatory)

For companies not located in the European Union, please supply your tax identification number, or national Business Number of the company. If this information is not supplied, French VAT will be charged and may not be reimbursed by French tax authorities.

*For invoicing only. Not listed in the yearbook.

2 BILLING ADDRESS (Complete only if different from above)

Legal Company Name

Billing Contact Name

Email

Address

(incl. Street, House/Box Number)

City Zip Code/Postcode

State Country

Telephone
country code city code telephone number

Fax
country code city code fax number

VAT Number (Mandatory)

For companies not located in the European Union, please supply your tax identification number, or national Business Number of the company. If this information is not supplied, French VAT will be charged and may not be reimbursed by French tax authorities.

3 HOTEL BOOKINGS

Online hotel reservations are available from Wednesday 18th July 2012 for midem. Once your registration for midem is confirmed, each participant listed on this contract will receive instructions **by email** on how to book hotel accommodation. Please ensure that a personal email address is provided for each participant - without an email address, they will not receive key login information for the online hotel booking system.

If you do not wish to book your hotel room(s) online, go to the "Book your accommodation" section under "Prepare" on the midem website (www.midem.com) and download the "Hotel request form".

Should you need any further information please contact hotel.midem@reedmidem.com

4 midemconnect

midem is bringing you special benefits with its online database:

- One-click access - See everyone participating this year, where they'll be, and how to find them
- Update your profile - Upload trailers, photos and catalogues for free: Let people know who you are and what you do
- Internal messaging - Search for users and start one-to-one conversations before the event
- Add links - List other places people can learn about you or stay in touch (Facebook, Twitter, etc)
- Save your "favourites" - Mark your favourite people, companies and catalogues to find them easily later

Once your registration for midem is confirmed, each participant listed on this contract will receive instructions by email on how to access midemconnect.

Please make sure to tick company and personal information: you can increase your visibility and gain attention from your peers.

5 midem yearbook & midemconnect LISTINGS

YOUR PRIMARY ACTIVITY. From the list below, please indicate which N° corresponds to your company's primary activity (one N° only): ☐ *

Give details of your Company's Activities. Tick appropriate box(es):

Record
- 1 ☐ Record Company/Label
- 2 ☐ Production
- 3 ☐ Licensing
- 4 ☐ Recording Studio

Publishing
- 5 ☐ Music Publisher

Physical Distribution/ Retail/Pressing
- 6 ☐ CD/DVD Replication & Packaging
- 7 ☐ Wholesaler
- 8 ☐ Importer/Exporter
- 9 ☐ Retailer/Record Shop
- 10 ☐ Distributor

Services
- 11 ☐ Law Firm
- 12 ☐ Consulting Agency
- 13 ☐ PR Agency
- 14 ☐ Finance/Banker/VC
- 15 ☐ Merchandising

Artist management
- 16 ☐ Agent/Manager

Artist
- 17 ☐ Performing Artist
- 18 ☐ Author/Composer

Organisation
- 19 ☐ Collecting & Copyright Societies
- 20 ☐ Other Trade body (Associations, Export Offices...)
- 21 ☐ Colleges/Universities

Tech & Mobile
- 22 ☐ App. Developers
- 23 ☐ Aggregators & Digital Distributors
- 24 ☐ Online B2C Services & e-Commerce
- 25 ☐ Online B2B Services & Solutions
- 26 ☐ Social Media
- 27 ☐ Hardware Manufacturer
- 28 ☐ Network Operators/ISP

Media
- 29 ☐ Print
- 30 ☐ Online (blogs...)
- 31 ☐ Radio
- 32 ☐ TV

Music & Images
- 33 ☐ TV Programme Buyer
- 34 ☐ Audio-visual production
- 35 ☐ Soundtrack Production & Music Library
- 36 ☐ Music Supervisor
- 37 ☐ Video Game Production

Brands & Advertising
- 38 ☐ Brands
- 39 ☐ Advertising Agencies

Live
- 40 ☐ Venue & Festival
- 41 ☐ Promoter
- 42 ☐ Booking Agency

YOUR PRIMARY MUSICAL GENRE. If applicable, please indicate from the list below which N° corresponds to your company's primary musical genre (one N° only): ☐

Give details of your Musical Genre. Tick appropriate box(es):

- 1 ☐ Classical
- 2 ☐ Country/Folk
- 3 ☐ Dance
- 4 ☐ Electronic
- 5 ☐ Hard Rock/Metal
- 6 ☐ Jazz/Blues
- 7 ☐ Kids
- 8 ☐ Latin
- 9 ☐ New Age
- 10 ☐ Pop
- 11 ☐ Rhythm & Blues
- 12 ☐ R'n'B/Hip Hop/urban
- 13 ☐ Reggae
- 14 ☐ Rock/Alternative
- 15 ☐ Traditional Ethnic
- 16 ☐ World
- 17 ☐ Soundtracks

*Obligatory field for midemconnect, the midem online database matchmaking

6 LIST OF PARTICIPANTS FOR THE midem yearbook & midemconnect LISTINGS

A PERSONAL/UNIQUE EMAIL ADDRESS IS MANDATORY FOR EACH DELEGATE TO:

- access our online accommodation booking system
- access midemconnect, the midem online database - without an email address, participants will not receive their login information*
- receive your e-ticket

* You have the option to hide your email address from other users on midemconnect by ticking the checkbox below

Please list Participants by order of importance in the company.

1 Participant:

☐ Mr ☐ Mrs ☐ Ms

SURNAME

First Name

Job Title

Email

INDIVIDUAL EMAIL IS REQUIRED / Not listed in the midem yearbook
You have the option to:

☐ Hide email address on midemconnect

☐ Not receive commercial offers from Reed MIDEM via email

Are you coming to midem for the first time? ☐ yes ☐ no

Please indicate your MAIN individual activity at the market (*):

Please indicate in the box on the right, which number below corresponds to your main activity at the market (select one number only) ☐

1 - Record	2 - Publishing	3 - Artists Management	4 - Organisation
5 - Tech & Mobile	6 - Media	7 - Music & Images (SYNC)	8 - Live
9 - Brands & Advertising	10 - Finance	11 - Legal	12 - Sales
13 - Marketing/Communication	14 - Artist	15 - Student	

(*) Obligatory field for the midemconnect, the Organiser reserves the right to list this information in the midem yearbook and if this section is not filled, the Organiser reserves the right to fill it.

2 Participant:

☐ Mr ☐ Mrs ☐ Ms

SURNAME

First Name

Job Title

Email

INDIVIDUAL EMAIL IS REQUIRED / Not listed in midem yearbook
You have the option to:

☐ Hide email address on midemconnect

☐ Not receive commercial offers from Reed MIDEM via email

Are you coming to midem for the first time? ☐ yes ☐ no

Please indicate your MAIN individual activity at the market (*):

Please indicate in the box on the right, which number below corresponds to your main activity at the market (select one number only) ☐

1 - Record	2 - Publishing	3 - Artists Management	4 - Organisation
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(*) Obligatory field for the midemconnect, the Organiser reserves the right to list this information in the midem yearbook and if this section is not filled, the Organiser reserves the right to fill it.

7 midem REGISTRATION

The midem visitor registration is personal and non-refundable. It can however, be transferred to another person within the same company by 17th December 2012.

This fee includes your company delegate listing in the midem yearbook and midemconnect, the midem online database.

	Net Price	Price per person incl. 7% VAT	N° of participants	TOTAL (incl. VAT)
Until 30 September 2012	€495	€529.65		€
Until 30 November 2012	€690	€738.30		€
Until 25 January 2013	€795	€850.65		€
From 26 January 2013: €795 + €100 (onsite registration fee)	€895	€957.65		€
			SUB TOTAL FOR PARTICIPATION (incl. 7% VAT*)	€

*The VAT is obligatory for all customers. Instructions for sales tax recuperation will be sent with your invoice.

8 MAXIMISE YOUR PARTICIPATION AND VISIBILITY AT midem

Choose to highlight your company on midemconnect, the midem online database, the online network for midem participants: Draw attention to your company profile in the list of results. Enables you to download who viewed your company profile.

	Net Price	N° of product	TOTAL
midemconnect Advanced Company Profile	€190	1	€

PACKAGE VISITORS

Complete this advanced profile with a highlighted profile in the midem yearbook and midemconnect and a Timeline Tweet Print. This will increase your visibility before, during and after midem.

	Net Price	N° of product	TOTAL
1 midem yearbook Tag 1 midemconnect - Advanced Company Profile (See who bookmarked your profile or products, and download your leads) 1 Timeline Tweet Print in one of the midem NEWS	Packaged Price : €350	1	€

(Please select one of the Issues from the below).

- ☐ NEWS 1
- ☐ NEWS 2
- ☐ NEWS 3

SUB TOTAL FOR ADVERTISING (excl. 19.6% VAT)	€
+19.6% VAT if applicable*	€
TOTAL Advertising	€

*VAT on Advertising (item 8) is obligatory for all French customers, EU customers not subject to VAT and non-EU customers not subject to corporate income tax.

9 REGISTRATION CLAUSE

1. Badges can only be obtained on site upon presentation of an official ID from 25th January 2013, 9.30am.
2. If the participant loses his/her badge, Reed MIDEM will have to bill him/her €170 (+7% VAT) for a duplicate.
3. Only names of the persons accredited by the participating company, for whom a request for accreditation has been received by the organiser by the date of 17th December 2012 can be listed in the midem yearbook.
4. The participating company can only register here full time salaried employees of the same company based in the same office and country. Justificatory documents may be required with the signature of the legal representative of the participating company. If the participating company does accredit persons not fulfilling the requirements established above, they will be obligated to pay the current visitor fee (+7% VAT) for each wrongfully registered person. Failure to comply will make the participant subject to the sanctions set forth in article 11 of the Rules which are printed thereafter.

10 TOTAL PAYMENT

(PLEASE INSERT YOUR TOTAL AMOUNT IN THE "BALANCE DUE" FIELD BELOW).

To calculate the balance due, add together your SUB-TOTALS.

7 TOTAL DUE FOR PARTICIPATION (incl. 7% VAT*) €

8 TOTAL DUE FOR ADVERTISING (excl. VAT) €

+19.6% VAT (if applicable**) €

BALANCE DUE €

*The VAT is obligatory for all customers. Instructions for sales tax recuperation will be sent with your invoice.
** VAT on Advertising (item 8) is obligatory for all French customers, EU customers not subject to VAT and non-EU customers not subject to corporate income tax.

11 TERMS OF PAYMENT

This visitor's contract must be accompanied by payment in all cases. As stated in Article 2 of the Rules related to midem, in the absence of the corresponding payment, the signatory company shall still owe the sum indicated.

Additionally, no hotel request can be dealt with, nor midem yearbook or midemconnect, the midem online database listings processed until full payment is received.

12 DECLARATION OF AGREEMENT

The undersigned acknowledges that he/she has read the Rules related to midem, printed hereafter, and undertakes to comply with these Rules. He/she confirms that he/she has duly informed the appropriate employees of his/her company that their personal data is processed by computer and that he/she has informed them of the terms of Article 10 of the Rules and of their rights in connection herein. In particular, he/she acknowledges and accepts that personal data are accessible to participants or their partners that may be located in states that may not provide a sufficient level of protection equivalent to the European Union Directives related to the processing of personal data. Furthermore, in view of the professional nature of the market, he/she undertakes on his/her honour not to engage in any act of counterfeiting or piracy. Therefore, he/she hereby guarantees Reed MIDEM against any action based on Reed MIDEM's use of said data as permitted by Article 10 of the Rules. Finally, the undersigned represents and warrants that he/she is duly authorised by his/her company to bind it by the Rules hereof and agrees that he/she is personally bound and liable pursuant to the Rules hereof in the event such authority to bind his/her company does not actually exist.

SURNAME

First Name

Position

✘ Signature (COMPULSORY)

✘ Date (COMPULSORY)

✘ Stamp

THIS CONTRACT IS FINAL AND BINDING

13 WAYS TO PAY

❑ I'M PAYING BY BANK ORDER (only for Paris and US Office clients only)

IMPORTANT ! For UK Office clients only: please consult your local sales office for the correct bank details in UK.

This bank order must be made with the following indications: "Payment at no costs for the beneficiary" together with the legal company name, name of event and invoice number.
Please send us a copy of the wire transfer to facilitate the identification of your payment.

Bank code	Agency code	Account number	Control	Banking domiciliation	Swift Code /BIC	Account owner	EU VAT Number
30066	10947	00010005001	79	C.I.C SAINT AUGUSTIN GCE SUD 102 BD HAUSSMANN 75008 PARIS	CMCIFRPPXXX	REEDMIDEM SAS 27 Quai Alphonse Le Gallo CS 10026 92513 Boulogne-Billancourt Cedex	FR 91 662 003 557
IBAN International Bank Account Number FR76 3006 6109 4700 0100 0500 179							

❑ I'M PAYING BY EUROS DRAFT OR CHEQUE

Please make cheques payable to: **Reed MIDEM**

IMPORTANT! For UK Office clients only: UK cheques amended to Euros - payable to Reed MIDEM (this option is not acceptable less than 4 weeks prior to the market).

❑ I'M PAYING BY CREDIT CARD (only for ADVERTISING, OTHER SOLUTION AND SPONSORING and REGISTRATIONS)

BY POST: Please return your contract by post to your local sales office (address below)

BY FAX: Please return your contract to the following fax numbers ONLY
PARIS: +33(0)1 79 71 90 90 - LONDON: +44 (0)20 7895 0949 - NEW YORK: +1 212 284 5148

VERY IMPORTANT! FOR SECURITY REASONS, DO NOT SEND CREDIT CARD INFO VIA EMAIL.
Credit card details received by email will automatically be deleted and the contract destroyed.

PLEASE INSERT THE TOTAL AMOUNT OF THE BALANCE DUE (including VAT if applicable):
(For authorisation of payment)

✘ Amount (COMPULSORY)
€

○ **VISA/MASTER CARD** ○ **AMERICAN EXPRESS** ○ **DINERS**

Card number Expiry Date

Name of card holder (as seen on card)

✘ Signature of the card holder (COMPULSORY)

✘ Date (COMPULSORY)

14 PLEASE RETURN THIS COMPLETED CONTRACT TO YOUR LOCAL REPRESENTATIVE

Reed MIDEM Ltd
UK & Ireland & Australia
& New Zealand

Javier LOPEZ
Director UK Sales
javier.lopez@reedmidem.com

Greybrook House
28 Brook Street
London W1K 5NQ
Tel.: +44 (0)20 7528 0086
Fax: +44 (0)20 7895 0949

Reed MIDEM North America
USA, Canada

Client Administration

360 Park Avenue South - 9th Floor
New York, NY 10010
Tel.: + 1 212 284 5130
Fax: +1 212 284 5148
midemusa@reedmidem.com

Reed MIDEM Paris
Headquarter
Europe (excluding the UK), Asia,
Middle East, Africa, Latin America

Client Administration

27 Quai Alphonse Le Gallo
CS 10026
92513 Boulogne-Billancourt Cedex
Tel.: +33(0)1 79 71 92 00
Fax: +33(0)1 79 71 90 90
customerhelpdesk@reedmidem.com

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15 RULES

I - INTRODUCTION AND SPECIFIC PROVISIONS

The purpose of MIDEM (hereafter the "Event") is to bring together professionals in the Music business, particularly, Publishers, Producers and Distributors of audio and video products and, more generally, any natural or legal person whose operations are directly related to the music field, provided these do not prejudice the organisation's activities in any way whatsoever. Services and goods provided in the framework by the Event should answer exclusively to their needs of professional's activities.

Reed MIDEM, a French simplified Joint stock company (société par actions simplifiée) with capital of EUR 310,000, having its registered office at 9-13 rue du colonel Pierre Avia, 75015 Paris, France, registered with the Paris Trade and Companies Registry under the number B 662 003 557, is the organizer (hereafter the "Organiser") of this Event (please note that as from January 1st 2013, Reed MIDEM transfers its registered office at 27/33 Quai Alphonse Le Gallo 92100 Boulogne Billancourt, France – registration with the Nanterre Trade and Companies Registry in progress).

In view of the need to protect all the Participants in MIDEM against piracy, each Participant will expressly refrain from offering or proposing, in any form whatsoever, in particular by means of just catalogues and/or brochures, exploitation of products or rights in breach of the provisions of the CODE DE LA PROPRIÉTÉ INTELLECTUELLE [FRENCH INTELLECTUAL PROPERTY CODE] governing copyright and similar rights.

Furthermore, and to ensure that MIDEM is completely transparent, the Participant undertakes to forward at the Organiser's first request all the catalogues and/or brochures or media relating to the products and rights he/she/it is offering or proposing.

Failure to comply with the undertakings so made by the Participant will lead, automatically and without notice, to the following penalties against him/her/it:

- In the case of a breach of the provisions of the CODE DE LA PROPRIÉTÉ INTELLECTUELLE governing copyright and similar rights, which is duly established and constitutes a clear infringement – his/her/its immediate exclusion from MIDEM, and/or a ban on his/her/its participation in such for two full consecutive years, and without reimbursement of the amount of his/her/its participation or of any sum paid by him/her/it, which will remain vested in the Organiser.

- In the case of refusal to forward the above-mentioned documents or media, and in the case that such forwarding is deliberately incomplete – a ban on his/her/its participation in MIDEM for two full consecutive years; with the Organiser reserving the right to check anywhere within the confines of MIDEM that the Participant concerned has indeed forwarded to it all the documents and media in question.

II - GENERAL PROVISIONS

The participant in the Event, whether as exhibitor, exhibitor's staff, participant, speaker, guest, etc. (herein the "Participant") formally undertakes to comply with these RULES and to comply in all respects with the applicable regulations in the scope of its participation to the Event, notably related, when applicable, to the stand's tenure or events held on the stand. It undertakes furthermore to take note of and to accept without reservation the instructions laid down by the Management of the Palais des Festivals et des Congrès de Cannes, (hereinafter "Palais des Festivals") or of other venues, where the Event(s) is/are held particularly as regards health and safety regulations, these latter documents being communicated to it, in particular, in the "Technical Manual" relating to the event. Access to the premises is prohibited for children under the age of 16 years old. Access could be refused or withdrawn to any person for the Event(s) and/or for any future Events organised by Reed MIDEM should the need arise, who is not correctly and appropriately dressed, and, more generally, whose behaviour, demeanour and/or dress could interfere with the image of the Event, its serenity, decorum or professional environment.

More generally, each Participant hereby guarantees that its offer of products and / or services does not contravene public order and the applicable regulations. Notably, each Participant acknowledges that it is strictly forbidden to exhibit products and/or services that are illicit or result from illicit activities and that it is also strictly forbidden to non authorised parties to propose products and/or services which result from regulated activities. In this respect, in case of infringement of the applicable regulations, participants may face legal proceedings, without prejudice to any measures that the Organiser reserve to take in order to put an end to the trouble.

1 - Organiser's obligations and rights

The Organiser undertakes to ensure that the Event is properly conducted in Cannes (France) on the dates indicated in this contract, and every day from 9.30 am to 7.00 pm.

The dates may however be changed by the Organiser, in addition to an unforeseen circumstance or force majeure, without the participant being able to object to this or to claim any compensation, if it was in the interest itself of the event, in view of its purpose and its international character, that such a change should take place, with the Organiser being responsible for notifying the Participant of such in writing as soon as possible in the light of the circumstances.

In the case of non-availability of the premises planned for running the event in Cannes, France, for reasons outside the Organiser's control (such as administrative measures, unilateral decisions of the Cannes Town Hall ["Mairie"], etc.) or in the case of force majeure, the Organiser, after notifying the Participant of such and without the other conditions of its undertaking of participation being changed, in particular as regards the amount of such, may organise the said event in another town or city or another country, if needed, that is able to accommodate such an Event of an international character, provided premises could be made available to it of the same standing and conditions of accommodation.

Failing this, the Organiser may cancel the Event outright after notifying the Participant of such; in this case, the participation contract with or without letting of stands will be terminated as of right. The sums still available from the amount of the participations, after paying all the expenses incurred by the Organiser, will be divided among the Participants pro rata to the sums paid by them, without them being able to bring any proceedings on any count and for any reason whatsoever against the Organiser, which each Participant expressly agrees to, this being an essential and determinant condition of its adhesion to this participation contract with or without letting of stand.

THE ORGANISER IS EXEMPT FROM ANY LIABILITY FOR ANY OR LOSS, DAMAGE, INJURY, COSTS AND EXPENSES GENERALLY (INCLUDING INTERFERENCE WITH POSSESSION OR QUIET ENJOYMENT AND ANY COMMERCIAL HARM OR LOSS) THAT MIGHT BE SUFFERED BY THE PARTICIPANTS FOR ANY REASON WHATSOEVER, AND IN PARTICULAR FOR DELAY IN OPENING, PREMATURE SHUTDOWN OF THE EVENT, CLOSURE OR DESTRUCTION OF STANDS, FIRE AND ANY ACCIDENT, ETC. The Organiser reserves the right to ban or to limit sales involving immediate delivery on the spot to the purchaser.

2 - Participant's obligations and rights

2.1 - Registration of Participant's employees

The Participant may accredit only its full-time salaried staff in a same country, it being specified that a supporting document may be required by the Organiser on the date of signature of the participation contract. In the case where the Participant has accredited a person who does not meet the aforesaid conditions, it will be obliged to pay a company registration fee as prescribed in the participation contract.

2.2 – Participant's obligations

This participation contract is final and irrevocable. In the case of withdrawal at any time whatsoever and for any reason whatsoever, except in the case of force majeure, the signatory to this participation contract will remain liable for the full amount of its participation and for any invoice relating thereto; in the case of force majeure, however, all payments it will have made and received by the Organiser will be returned to the Participant.

The amount of the participation must be paid in accordance with the terms specified in the paragraph "PAYMENT TERMS" of the participation contract; it being provided that the amount of such participation will be the subject of a billing for various expenses that are chargeable to the participant (telephone, technical services, etc.), which must be paid subject to the same above-mentioned conditions. Such expenses will be invoiced at the end of the Event.

As stated in article L. 441-6 of the French Commercial Code, in case of delay in payment, the Participant is liable of the penalties of delay, equivalent to 3 times the legal interest rate, as of the first day following the fixed date of payment, stated in the Participation contract and in the invoice. Such provision shall not be considered as a grant of delays in payment.

3 - letting of offices/stands

The offices/stands are let fully furnished and air-conditioned, with the offices themselves enclosed. They may come equipped with internal and external telephones and may be laid or fitted out in various ways in the best interests of the Participants, but subject to the technical requirements of the premises of the PALAIS DES FESTIVALS (see "Technical Manual").

Participation contracts with "letting of offices/stands" duly completed and signed but reaching the Organiser less than four months before the start of the Event will only be accepted to the extent that there are sites available.

The Organiser will draw up the plan for the Event and will effect the allocation of the offices/stands, taking account as far as possible of the wishes expressed by the exhibitor (the "Exhibitor") as well as, in particular, the arrangement of the stand that it proposes to install and of the nature of the participants' activities.

Participation in previous Events does not create any right in the Exhibitor's favour to a specific positioning.

The Organiser expressly reserves the right, whenever it deems fit, and in particular as regards security-related requirements, to a better presentation of the Event in the interest of the Participants; to a reorganisation of the occupation of the offices/stands following the absence for any reason whatsoever of one or more Exhibitors; to modify the size and arrangement of the areas requested by the Exhibitor; to move each office/stand; or to allot to the Exhibitor one of such that is different from that originally planned, without the Exhibitor concerned being able to demand reimbursement of the amount of its participation or any compensation.

3.1 - modifications required by the Exhibitor

After receipt of the "Technical Manual" for its stand(s) that has been sent to it by the Organiser, any later modification required by the Exhibitor will be billed to it in addition (for example, the list not being exhaustive: movement of partitions or door, hire of additional furniture, etc.).

3.2 - taking of possession - damage

The Exhibitor must arrange for an assessment at the time of taking possession of its office(s)/stand(s) of any damage and send any relevant claim on that same day to the Organiser's technical department; failing such claim, any repair to be made will be invoiced to it.

The Exhibitor must not in any way damage the components of its offices(s)/stand(s) (partitions - floors or ceilings) or any fittings and equipment provided by the Organiser.

3.3 - occupation

The Exhibitor must occupy its offices/stands at least 24 hours before the opening of the Event, and keep it fully manned and organised to receive Participants there throughout the event. It will be able to remove the equipment belonging to it and to leave it (them) free of any occupant only after 6.00 pm on the final day of the event.

(The) office(s)/stand(s) that have not been occupied on the day before the Event may be allocated to any other Participant, without the signatory to this contract being able to demand reimbursement of the amount of its participation or any other compensation whatsoever, this being an essential and determining condition of its adhesion to this contract.

The Participant will formally refrain from arranging, during the opening hours of the Event, and, in any case never before 6 p.m., on its office/stand in any form whatsoever, for any period whatsoever, and for any purpose whatsoever, public concerts or performances in which one or more artistes, performers or musicians participate. For any project of animation on a stand after 6 p.m., the Organiser shall be informed and give its prior authorisation.

The sub-letting of all or part of the office(s)/stand(s) let to the signatory to this contract is strictly forbidden; only the latter or persons registered by it may occupy it (them).

3.4 - use of audio equipment

The Participant expressly undertakes to use the audio equipment located on its office/stand only at an acoustic level that does not exceed as a maximum 60 decibels at the outer limit of the stand and so as not to spoil the proper enjoyment of the occupation of the other offices/stands and more generally the proper conduct of the Event.

4 - INSURANCES (IMPORTANT: A SUMMARY OF THE APPLICABLE INSURANCE POLICIES IS INCLUDED IN THE "INSURANCES" SECTION OF THE "TECHNICAL MANUAL")

THE ORGANISER HAS ARRANGED ON BEHALF OF THE EXHIBITORS COVERAGE AGAINST THE SOLE FOLLOWING RISKS, AT NO COSTS FOR THE EXHIBITORS:

- CIVIL LIABILITY TO THIRD-PARTIES,

- ALL OTHER RISKS FOR THE GOODS EXHIBITED, INCLUDING FITTING-OUT AND DECORATION OF THE OFFICE/STAND.

THE DETAILED CONDITIONS FOR THE ABOVE-MENTIONED TYPES OF COVER, IN PARTICULAR AS REGARDS CEILINGS, EXCESSES AND EXCLUSIONS, ARE SPECIFIED IN THE APPLICABLE INSURANCE POLICIES, A COPY OF WHICH CAN BE COMMUNICATED TO THE EXHIBITORS UPON REQUEST MADE TO THE ORGANISER. A SUMMARY OF THESE CONDITIONS IS ALSO INCLUDED IN THE "INSURANCES" SECTION OF THE "TECHNICAL MANUAL".

THE PROVISIONS OF INSURANCE POLICIES RELATING TO SUCH COVER ARE GOVERNED BY FRENCH LAW. IN THE CASE OF A DISPUTE RELATING TO THE INTERPRETATION AND THE APPLICATION OF THESE INSURANCE POLICIES, THE FRENCH COURT WILL HAVE EXCLUSIVE

JURISDICTION TO HEAR SUCH, WHICH THE PARTIES EXPRESSLY AGREE. IT IS THE RESPONSIBILITY OF THE EXHIBITORS TO VERIFY WHETHER SUCH INSURANCE CONDITIONS ARE APPROPRIATE WITH RESPECT TO THE SCOPE OF THE INSURANCE COVERAGE AND THE VALUE OF THEIR GOODS EXHIBITED, INCLUDING FITTING-OUT AND DECORATION OF THE OFFICE/STAND. IF THE CASE MAY ARISE, THE EXHIBITORS SHALL ARRANGE FOR ANY ADDITIONAL INSURANCE POLICY. IN ANY WAY, THE ORGANISER IS EXEMPT FROM ANY LIABILITY FOR ANY CLAIM OR LOSS THAT MIGHT BE SUFFERED BY THE EXHIBITORS IN CASE OF INADEQUACY OF INSURANCE COVER.

5 - health and safety regulations - order and policing

The Participant is obliged to take note of and to comply with the health and safety regulations measures laid down by the Public Authorities or by the management of the Palais des Festivals or of other venues, or that may be adopted by the Organiser.

For this purpose, the Organiser will forward to the participant in the "Technical Manual" any documents relating to such to and with which it must refer and strictly comply, in particular as far as the materials used for the decorative layout of the offices/stands are concerned.

The Participant is likewise obliged scrupulously to comply with the internal order measures inside the event or any policing measures prescribed not only by the Organiser, but also by any competent authority.

6 - advertising - distribution of documents or items or objects of any kind

6-1 advertising

Any form of advertising other than that using the media made available to the participant by the Organiser, and for which the fees for insertion or display have been paid beforehand in accordance with the rates in force, is strictly forbidden within the Event venue and its immediate surroundings. Any authorised advertorial-type advertising within the Event venue must carry the banner "PUBLICITÉ" [ADVERTISEMENT]. For example, the use of self-adhesive advertisements or advertising materials not specifically authorised by the Organiser is strictly forbidden. Furthermore, the distribution of prospectuses, brochures, leaflets or documents of any kind as a promotional item is strictly limited within the Event venue and its immediate surroundings, and is subject to the organiser's prior permission.

The Organiser, in particular in its capacity as publisher of the various catalogues, newspapers and websites (hereafter individually "Medium" or collectively "Media") specific to the Event is the person responsible for their publication, will have a right of control over all advertising wordings or announcements posted on Media for the purposes of complying with applicable laws, ensuring the proper conduct and unity of the event and more generally the interests of all of the Participants. In this respect, it may inter alia remove any references that may attract directly or indirectly any participant outside the confines of the Event, such as a reference to a hotel or to any premises outside the said Event.

Furthermore, it is specified that the Organiser is the sole holder of the rights to publish and to distribute Medias. It may grant all or part of such rights. The information necessary for the drafting of Medias is provided by the participant on his/her/its own responsibility. The Organiser will not be liable for omissions, errors of reproduction, composition, etc., that may occur. In the case that a Participant who/which has placed an order for advertising on a Medium has not forwarded to the Organiser the documents and information necessary for its publication in the allowed time, determined by the Organiser, in particular by three weeks before the opening of the Event (for catalogues), and twenty-four hours before their publication (for newspapers), the Organiser reserves the right to print on the site adopted the words: "Site reserved for...", followed by just the Participant's name, and the latter will be unable to demand reimbursement of its order or any compensation whatsoever. The documents used for the publication of such advertising will be returned to the Participant or its agent only at their request. As the Organiser is obliged to keep them for only one year, it may destroy them once this time-limit has passed. Because of technical requirements, preferential spaces cannot be guaranteed. One copy of each advertisement for the record will be sent after publication to the Participant or to its agent. Insofar as the organiser, because of non-conformity of the material delivered, has to design and produce the advertisements, the Participant will be obliged to pay it for the relevant works of design, composition and execution.

6-2 sponsoring

Any Participant in the main Event will be able to sponsor one or more of the side Events or publications organised in connection with the main Event, subject to complying with all of the provisions of the RULES. The Organiser will allocate the right to sponsor each of the side-events to the first Participant who has applied to do so and has forwarded to the Organiser payment of the sums owned for such sponsoring on the date of signature of said participation contract. The right to sponsor includes visibility at the side-events referred to in the Advertising /Sponsoring contract. The terms for sponsoring will be specified in an annex to the contract. The Organiser, in particular in its capacity as publisher of the various catalogues and daily newspapers specific to the main Event and the person responsible for their publication, will determine the spaces available in connection with the sponsoring and will have a right to check, on each of the media, the contents reflecting the sponsoring of the Event in question. The intellectual property rights relating to the contents issued at the Events will remain the property of Reed MIDEM and/or of their authors. A Participant's application to sponsor a side-event will be final and irrevocable. In the event of withdrawal at any time whatsoever and on any grounds whatsoever, except in the case of force majeure, the Participant concerned will remain liable for the full amount owing under this provision and for any invoice relating to such, except in the case of force majeure, notwithstanding the Organiser's right to substitute for the Participant in default any other sponsor of its choice. The Organiser will not under any circumstances be held liable for the statements or other information provided by the sponsor, who warrants that the said information is not contrary to public policy; that he/she/it is the owner, as the case may be, of all the intellectual property rights or other rights relating to the said content or information; that such content or information may be freely used and reproduced and that no third party has any ownership or other property rights over such content or information. The sponsor undertakes to indemnify and compensate the Organiser in respect of any third-party claim relating to the contents or information provided by him/her/it, the subject of the sponsoring.

7 – hotel

As the Organiser may have entered into agreements with the Hoteliers of Cannes and its surrounding area, in order to be able to provide, as far as possible and on the best terms, accommodation for MIDEM Participants, without it however being liable in particular in respect of the reservation of the hotel chosen, each Participant formally undertakes throughout the event not to install in the rooms or the suites of the hotels any electro-acoustic or video reproduction equipment that is not in accordance with the intended purpose of the premises, on pain of being required by the Hotel Management to remove such equipment forthwith.

8 - exclusivity of the Participant's activities within the confines of the event

The Participant will expressly refrain from engaging outside the Palais des Festivals as well as any other exhibition area, as determined by the Organiser from time to time, in activities identical or similar to those exercised within the confines of the event during such and in particular on premises such as a hotel or any other premises outside the said event. It undertakes therefore and in particular not to attract directly or indirectly any other Participant outside the Palais des Festivals and/or any other exhibition area as determined by the Organiser in order to present there any of its products or services that fall within the scope of the subject-matter or purpose itself of the Event.

9 – photographers and cameramen

Photographers and cameramen may be allowed, with the Organiser's written permission, to operate within the confines of the event. A print of all the photographs taken or a copy of the audio or video recordings so made must be delivered to the Organiser within fifteen days after the close of the event. Such permission maybe withdrawn at any time. The taking of photographs by Participants may be banned by the Organiser.

The Organiser reserves the right to photograph, and/or to record the voice and image of the Participant(s), stands or certain items or objects on the stands, and to communicate the same to the public worldwide, by representing (in particular for live or deferred broadcast), reproducing without limitation of number of reproductions, publishing of the photograph(s) and/or of the recording(s), in all formats (notably in downloadable formats including MP3, podcast or webcast), by all known or unknown processes, whether entirely or by extracts, on all existing or future material and immaterial carriers, without limitation, such as paper, optic, analogical, digital (CD, DVD) or on electronic networks,(including on the Internet, on the Organiser's websites and/or the Organiser's partners' websites), and on any other promotional/marketing tools that the Organiser may use for informational or promotional purposes, except where the Participant has objected in writing beforehand.

10 - information technology and civil liberties

Personal information, including photographs, that is requested from the Participant is essential for entering into this contract and for access to the Event. It is the object of a processing which has been declared to the French Data Protection Authority. It is forwarded to third parties, including those companies of the Reed Elsevier group, with whom the Organiser has contracted for the purposes of implementing this contract and other Participants registered to the Event, which are located all over the world for purposes of organising their participation to the Event. Information 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 Participant concerning photographs.

Through the Organiser, and except where there is an objection by the Participant, the latter may receive commercial offers or proposals from the Organiser, from other companies that are contractually linked to the Organiser and from other Participants registered to the Event.

Upon registering to the Event, since the Participant's personal data are accessible to all other Participants, the Participant acknowledges and accepts that the Organiser can not be held liable for the use that is made of those data by the other Participants or their partners, said Participants and partners being located in states that may not provide a sufficient level of protection equivalent to French law, and in particular French Data Processing, Data Files and Individual Liberties Law dated January 6th, 1978 as modified.

Pursuant to the said law the Participant may exercise, at the following address: contact.cnil@reedmidem.com, a right of access, of rectification and of opposition or objection as regards the personal information concerning it that is present on the Organiser's database(s).

All Participants undertake to use said data only for purposes of organising their participation in the Event. In particular, any prospecting for purposes other than the abovementioned is prohibited. The Organiser reserves the right to have any disturbances caused by any such prohibited use terminated by any means, including the disconnection of the Participant from the database. This is without prejudice to any legal action that the Organiser may take in order to exercise its rights and of any damages to which the Organiser may be entitled as a result of such breach of contractual provisions.

11 - penalties

Any breach by the Participant of the provisions of these RULES prescribed by:

- clause 2 concerning payment of the amount of the participation,

- clause 3.3 concerning the occupation of the offices/stands, and the ban on arranging public performances or concerts in the offices/stands, as well as the ban on sub-letting the said offices/stands,

- clause 7 concerning the ban on installing in hotel rooms and suites any equipment that is not in accordance with the intended purpose of the premises,

- clause 8 concerning the ban on engaging outside the Palais des Festivals in activities similar to those exercised within the confines of the event during such, will lead automatically and without prior notice, this being a breach of the essential and determining conditions of adhesion to this contract, to the immediate exclusion of the participant from the confines of the event and without reimbursement of the amount of the participation or of any sum paid by him/her/it, which will remain vested in the Organiser.

Any other breach by the Participant of the provisions of these RULES may lead to the same penalties but after prior notice to remedy such that has continued to have no effect for a period of 24 hours from receipt of such.

In addition, the Organiser reserves its right to unilaterally and ipso jure terminate the participation contract in case of any breach or non performance by the Participant of the above-mentioned provisions of the Rules, without prejudice of any damages that the Organiser could claim because of such breach and/or of the non performance.

12 - miscellaneous provisions

The Participant by signing the participation contract with or without letting of stands agrees to the provisions of these RULES and, as the case may be, of the "Technical Manual", as well as any further provisions that may be imposed by the circumstances and adopted in the interest of the event by the Organiser, which reserves the right to draw their attention to such, even verbally. Any mention or note made by the participant to the present Rules shall be considered as null and void. These Rules are subject to modifications and are deemed to have been accepted by the Participant(s) for itself and on behalf of its directors, employees, representatives, agents, suppliers and/or guests and prevail over any other terms and conditions.

THESE RULES AS WELL AS THE PARTICIPATION CONTRACT WITH OR WITHOUT LETTING OF STANDS, WHICH CONSTITUTES AN ADHESION CONTRACT, ARE GOVERNED BY FRENCH LAW, AND THE FRENCH VERSION OF SUCH, WHICH THE PARTICIPANT IN ANY CASE ACKNOWLEDGES HAVING TAKEN NOTE OF (ON THE WEBSITE www.midem.com AND/OR UPON WRITTEN REQUEST BY HIM/HER/IT TO THE ORGANISER), WILL ALONE BIND THE PARTIES, WHICH THE LATTER EXPRESSLY RECOGNISE. IN THE CASE OF A DISPUTE RELATING TO THE INTERPRETATION OR THE IMPLEMENTATION OF THIS ADHESION CONTRACT, THE COURT OF THE PLACE OF THE ORGANISER'S REGISTERED OFFICE WILL HAVE SOLE JURISDICTION TO HEAR SUCH, WHICH THE PARTIES EXPRESSLY AGREE

Reed MIDEM - S.A.S au capital de 310.000€ - 9-13 rue du colonel Pierre Avia, 75015 Paris - France, R.C.S PARIS B 662 003 557 - SIRET 662 003 557 0052 (transfert du siège social à compter du 01/01/2013, inscription auprès du R.C.S. NANTERRE en cours) - Code APE 8230Z

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