midem 2013

MARKETING COMPETITION
TERMS AND CONDITIONS

ITEM 1: SUBJECT

Reed MIDEM, a company organised in the legal form of a *société par actions simplifiée* (simplified joint stock company) with a share capital of 310,000 € having its registered office at 9-13, rue du Colonel Pierre Avia, 75015 Paris, registered with the Paris Commerce and Companies Registry under the number B 662 003 557, is the official organiser of midem Marketing Competition.

The midem Marketing Competition is an international competition for the world's most creative agencies, highlighting two main categories:

- the most innovative use of music or partnership with artist in a marketing campaign (first category), and

- the best music placement in an advertising (second category).

The competition is set up by Reed MIDEM notably, in collaboration with its partners: Contagious (The ad industry's authority on creativity & innovation) & The Reel (showcase of the very best in TV, cinema and viral advertising from around the world) - hereafter the "Partners".

Partner's role is strictly limited to the selection of finalists.

Reed MIDEM undertakes to organise the application process, receive the projects, follow the projects to its Partners and then, organise the event and the competition within the framework of midem 2013. .

Reed MIDEM shall not be held liable regarding the decisions taken by the Partners and/or the jury members.

ITEM 2: CONDITIONS OF PARTICIPATION AND APPLICATION FOR PRE-SELECTION

The midem Marketing Competition is open to all marketing, advertising and digital agencies from around the world fitting the criteria indicated below.

Applying companies must:

- Applicants must commit to attend midem 2013 if selected as finalist
  The campaign or advertising must have been run in 2011 or 2012
- The campaign or advertising must include a music factor (as key element to reach & engage with audiences) as well as :

  -**originality and innovation in the concept** (for the first category) and
  - **relevance of the music in the advertising** (for the second category)
- Applicants must submit a video to be selected.

There is no cost for entering the competition.

- To participate in the competition, each company/individual (hereafter the "Applicant" or "he", regardless of whether a company or an individual) should fill out an online Application Form available on the midem website, where the Applicant should describe in English the idea(s) and/or project(s). When specified, video presenting the campaign or advertising can be uploaded to a confidential Reed MIDEM Ftp site.

- RM receives the application files and forwards them to the Partners at the end of the call for entries.

Each Partner will select 10 (ten) finalists, based on the criteria here above, for 20 (twenty) finalists for the competition.

The application deadline is November 11, 2012.

After this date, no further projects will be considered. Neither Reed MIDEM nor the Partner can accept responsibility for lost entries due to internet and/or technical problems related to use of internet. Proof of sending is not proof of receipt.

The Applicant can submit as many campaigns/advertisings as you wish as soon as it fits the selection criteria

By entering the competition, the Applicant:

a) guarantees that he is the sole initiator together with possible co-authors and warrants that he holds all the rights for the presented project(s) and information related to the project and that he does not harm any potentially involved third party's rights or anyone's private life or likeness, and that the project / idea does not infringe any law, especially copyright laws;

b) recognizes that Reed MIDEM may already have received ideas similar to those submitted and that these may be in development. Reed MIDEM and/or the Partners cannot be held liable towards the Applicants for infringement of intellectual property in ideas that are submitted either by themselves or by third parties.

Reed MIDEM's Employees and Partners' employees as well as their family members or any of Reed MIDEM's or Partners' affiliates or subsidiaries, are ineligible to be Applicants in the midem Marketing Competition.

Reed MIDEM reserves the right to reject any written/visual idea or application should its content be perceived as deliberately interfering with honour and human dignity, with third parties' rights, pornographic, racist, provocative, discriminatory or violent.

The submitted applications cannot be withdrawn from the competition once the application has been submitted, except in case of *force majeure*.

ITEM 3: PRE-SELECTION AND FINAL SELECTION PROCESS

3.1 PRE-SELECTION

The jury will be composed of professionals representing the industry, such as music professionals, executives from renowned brands, marketing & media agencies and media specialists.

Only applications that meet the conditions of participation, as specified in ITEM 2 above, will be considered by the jury.

A pre-selection of a maximum of 20 campaigns or advertisings will participate in the midem Marketing Competition.

The Partners will make a pre-selection of roughly twenty (20) campaigns or advertisings (10 per category).

The Partners nor Reed MIDEM cannot submit an application to the competition.

However, the Partners and Reed MIDEM reserve the right to adapt this number depending on the quality of the projects received.

The pre-selected Applicant per category (hereafter "the Finalist" or "he") will be informed of his pre-selection by email by Reed MIDEM, **early December 2012.**

In order to illustrate the campaigns or advertisings being entered into the competition, the Applicant must submit audiovisual materials – of a maximum of 2 minutes.

Videos accompanying the projects should be uploaded to YouTube. The deadline to provide the audiovisual content(s) is the same as the project submission deadline, i.e. November 11, 2012.

Audiovisual materials submitted for the competition will not be returned to the Applicant.

The decision on finalists selected is final and without appeal. By entering the competition, the Applicant agrees not to challenge the finalist selection on any ground.

3.2 FINAL SELECTION PROCESS

The midem marketing campaign competition will take place during the midem 2012 in Cannes, France, between 26-29 January 2013.

The pitching sessions will take place on Saturday 26 January 2013, from 14.30 to 16.30, and Sunday 27 January 2013, from 14.30 to 16.30

Reed MIDEM reserves the right to change the dates & exact timings of the pitching session.

The winning marketing campaign will be announced at the Visionary Monday on January 28, 2013, in the afternoon (exact time to be confirmed)

The Finalists will need to be present in Cannes, (for example, for a company - a company representative, representing the campaign), to present his campaign(s) during a public session(s) and to be judged by the jury.

The Finalists will need to arrive in Cannes at least the day before the session for technical rehearsals and will be given 5 minutes to pitch & present their marketing campaign to midem audiences and the jury.

The selection decisions are final and without appeal. The Finalist agrees not to challenge the selection decisions on any ground.

ITEM 4: FINALIST/WINNER OBLIGATIONS & BENEFITS

FINALISTS:

Each Finalist will benefit of the following:

- a free registration to midem 2013
- visibility in all the midem communication tools (newsletters, midem's websites and blog) and press releases.
- the possibility to pitch their campaigns during the marketing competition pitch sessions (Saturday 26 and Sunday 27 January 2013) in front of a panel of judges, all actively involved in furthering the relationships between music and brands, and in front of midem audience.
- invitation to the Music & Brands Lunch

As specified in ITEM 3.2 above, to be judged in the final competition, the Finalist will need to be present in Cannes, France, during the MIDEM tradeshow between 26 and 29 January 2013 in order to present the pitch to the jury of each relevant category during a private and/or public session(s).

The Finalists are responsible for accommodation, flights and expenses on site and other costs and expenses of attending and participating in all aspects of the event.

THE WINNER(S):

The Winner(s) will benefit of the following:

- Honours at the Visionary Monday (on January 28th) in front of a gathered audience of 1000+ thought leaders, with their campaign featured during a special session
- A free registration to midem 2013
- A dedicated page on midem.com, featuring the video of the campaign
- A dedicated blog post on midem blog with the video of the marketing campaign and a link the website of the agency.
- A dedicated news in midem newsletter (20K subscribers)
- A dedicated tweet by @midem (10000 followers)
- A dedicated news on the midem Facebook fan page (15000 fans).

The Finalists and the Winner(s) is/are authorised to mention their midem marketing competition 2012 recognition in their promotional activities.

It is recalled that MIDEM 2013 is a communication and promotion forum for artists and the music professionals, the Finalist(s) and/or the Winner(s) hereby authorise(s) Reed MIDEM and their representatives (and guarantee(s) that it have/has been authorised to that end by possible co-authors or third parties) to record directly or indirectly the public sessions with the presentation of the project(s). For the same purposes, the Finalist(s) and/or the Winner(s) also authorise(s) Reed MIDEM to reproduce and communicate the same to the public by any means, and on all media for the purposes of communicating on the MIDEM 2013 and/or the midem marketing competition pitch platdorm, especially on the www.midem.com website.

Accordingly, the Finalist having transmitted the video(s) of his projects(s) expressly authorises Reed MIDEM, should the need arise, to use worldwide these short clips for the presentation of the midem marketing competition and for promotional purposes during the midem marketing competition session, and for a term of two (2) years thereafter, by any means and any format whatsoever, including, without limitation, electronically, via Internet (being specified that Reed MIDEM will not be held liable for uses of whatever nature that may be made by web surfers of the clips appearing on the websites, which may be Reed MIDEM's websites or Reed MIDEM's partner's websites), magnetically, digitally, print, CD-Rom, audiotape, videotape, diskette and any other audio, audiovisual and/or multimedia support.

The Finalist accordingly authorises Reed MIDEM to use his name and likeness and if necessary, that of its representative(s) present during the midem marketing competition session.
To the same end, the Finalist also guarantees that Reed MIDEM is authorised to freely use any of the logos, trademarks, title, extracts, data and information and other intangible rights and promotional items related to the project/ideas/pitches submitted to the competition and/or DVDs. The Finalist also authorises Reed MIDEM to make broadcasts of excerpts of the DVDs lasting less than two minutes during regional or national radio programs, or on the website www.midem.com.

Information, including photographs, that is requested from the Applicant/Finalist/Winner(s) is essential for entering into this competition and for access to the events. This material will be forwarded to third parties, including those companies of the Reed Elsevier group with whom Reed MIDEM has contracted for the purposes of implementing the competition and 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 Applicant/Finalist/Winner(s)concerning photographs. Through Reed MIDEM, and except where there is an objection by the Applicant/Finalist, the latter may receive commercial offers or proposals from Reed MIDEM and from other companies that are contractually linked to Reed MIDEM.

Pursuant to the Loi Informatique et Libertés du 6 janvier 1978 [French Law on Information Technology and Civil Liberties of 6 January 1978], the Applicant/Finalist/Winner(s) may exercise, on application to the manager of the event, a right of access, of rectification and of opposition or objection as regards the personal information concerning him/her/it that is present on Reed midem's website and database(s).

The participants of the midem and the Partners of the competition for which the Applicant has been registered, may have access to such data. Reed MIDEM cannot be held liable for the use that could be made of this data by the participants to the exhibition or the Partners.

Any prospecting for purposes other than the above mentioned is prohibited.

Reed MIDEM reserves the right to have any disturbances caused by any here-mentioned prohibited use terminated by any means, including the disconnection of the Applicant/Finalist from the competition. This is without prejudice to any legal action that Reed MIDEM may take in order to exercise its rights and of any damages to which Reed MIDEM may be entitled as a result of such non-respect of the present provisions.

ITEM 6: CLAIMS

Registering and competing for the midem marketing competition pitch platform 2013 implies full acceptance of the present Terms and Conditions.

No claims related to the pre-selection system, the selection of the Finalists, or any other aspects of the competition, will be accepted.

The Director of MIDEM has the power to settle all cases not covered by the present Terms.

ITEM 7: MISCELLANEOUS

In the event of circumstances independent of Reed MIDEM's will and resulting in the impossibility of organising the MIDEM, the midem marketing competition 2013 shall be cancelled without any indemnification whatsoever.