

MIPCOM CANNES DIVERSIFY TV AWARDS 2023

TERMS AND CONDITIONS

ITEM 1: SUBJECT

RX France, a company organised in the legal form of a société par actions simplifiée (simplified joint stock company) with a capital of 90,000,000 euros, having its registered offices at 52 Quai Dion Bouton 92800 Puteaux, France, registered with the Nanterre Companies Registry under n°410 219 364, is the official organiser of MIPCOM CANNES Diversify TV Awards.

Dedicated to championing and promoting diversity and inclusion in all its forms across the international television industry, the seventh edition of [MIPCOM CANNES Diversify TV Awards](#) will take place during [MIPCOM \(16-19 October 2023\)](#).

The MIPCOM CANNES Diversify TV Awards aim to bring attention to deserving programmes of diverse and inclusive backgrounds, spotlighting authentic new and established voices and recognising positive programming across the year that embraces excellent representation in exemplary shows. Awarded projects will be chosen by charitable organisations that campaign for equality and inclusion.

ITEM 2: CONDITIONS OF PARTICIPATION AND APPLICATION FOR SELECTION

The MIPCOM CANNES Diversify TV Awards (application process, reception of the programmes and selection), as set up by RX France, are open to all producers and distributors around the world, wishing to present a programme embracing diversity and inclusion.

2.1 Criteria for Application

To be eligible, the programme should:

- provide a fair and balanced representation of Race & Ethnicity, LGBTQIA+ and disabled communities
- show a positive impact
- stand out in originality and excellence in terms of storytelling, casting and production values
- challenge stereotypes
- have aired within the past year (from 23 July 2022 to 21 July 2023) on a linear and/or non-linear platform.

To be eligible to the "Behind the Scenes Impact Award", the nominated person/team:

- Should be endeavouring to represent Diversity & Inclusion ethics and principles behind the scenes of a TV Production. Whether from early stage, final production or throughout the process this Award celebrates the impact of actions and a vision of how to move forward with D&I.

2.1.1 The Applicant must:

- Complete in English the **online Entry Form** available at www.mipcom.com by 21 July 2023
- Provide the link to a trailer of up to 2 minutes subtitled/dubbed in English with the **online Entry Form**

- Provide the link to a full episode subtitled/dubbed in English with the online Entry Form
- Provide a short synopsis of the programme
- Provide a paragraph of why the programme should win in the category, what impact do you think it can have on viewers
- Hold exclusive copyright ownership on the material properties submitted
- Commit to provide by 20 September 2023 a 30 second clip subtitled in English for the purpose of the Awards Ceremony in case your programme would be shortlisted. The applicant agrees that RX France can use this video for communication and promotional purposes for a period of three (3) years beginning on the date the video is broadcast.
- In case his/her programme would be shortlisted, commit to register to the MIPCOM as a MIPCOM Participant and to participate physically in the Awards Ceremony on Tuesday 17 October 2023.
- Commit to share the official finalist's "stamp" provided by RX France in case the programme is selected as finalist.

Participants agree that in case RX France has to hold an online Awards Ceremony instead of a physical event, they will be informed by RX France by email, and the terms related to the MIPCOM CANNES Diversify TV Awards hereafter shall apply to the Award Ceremony online.

2.1.2 The technical requirements for the trailer and full episode are:

- Only streaming links will be accepted and have to be entered in the **online Entry Form**. Please specify if login and passwords are necessary.
- No downloadable videos will be considered.
- The resolution must be 960x720 or higher.
- For non-English speaking series, the sizzle reel has to be subtitled or dubbed in English

2.1.3 Programmes have to be entered for **one category only**:

- Representation for Race and Ethnicity
 - . Scripted
 - . Non-Scripted
- Representation of LGBTQIA+
 - . Scripted
 - . Non-Scripted
- Representation of Disability
 - . Scripted
 - . Non-Scripted
- Representation of Diversity in Kids Programming
 - . Pre-school
 - . Older Children
- Behind the Scenes Impact award

2.1.4 The videos that will be screened in Cannes, must meet the technical specifications provided by RX France after confirmation of shortlisted programmes.

2.2 Other conditions/obligations

- The application deadline is 21 July 2023.

After this date, no additional programmes will be considered. RX France cannot 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.

- There is no cost to submit a programme and each of the twenty-five (25) Finalists will be offered one (1) registration free of charge for MIPCOM CANNES 2023. However, any other person participating in the Event must pay for a MIPCOM CANNES registration to attend the Event.
- By entering the competition, the Applicant:
 - a) Agrees to be bound by the Rules and Regulations. Applicants agree that any failure to abide by any term and condition contained in the Rules and Regulations may result in the disqualification of the applicant's Entry. Applicants acknowledge that all rulings of RX France and all decisions of the Jury shall be binding and final.
 - b) Warrants that the Entry is the original work of the applicant, that the applicant has the right and authority to submit and present the Entry, and that the applicant's Entry does not infringe upon or violate any copyright, trademark, right of privacy or right of publicity or any other right of any kind or nature of any person or entity. If RX France has reason to believe that an Entry contains any material that may infringe upon or violate any right or law, such Entry may be disqualified by ruling of RX France. If an Entry is disqualified for such reasons, no refund of the Registration Fee will be granted (if any), and if a MIPCOM CANNES registration was provided by RX France to the Applicant, it will be voided.
 - c) Acknowledges that their Entry is submitted voluntarily. Applicants recognize the possibility that elements of their Entry may be identical or similar to material which has or may come from, or is developed by other sources to RX France; its affiliates, personnel (including, without limitation, employees, officers, directors); the members of the Jury. Applicants understand and agree that a Recipient's use of such other material containing elements identical or similar to those contained in the submitted Entry shall not entitle the applicant to any compensation, if a Recipient has an independent legal right to use such other material which is not derived from the applicant, either because such elements were not new, or were not originated by the applicant, or are in the public domain, or were or may be independently created by any other person. RX France cannot be held liable by the Applicants for possible infringement of intellectual property in ideas that are submitted either by themselves or by third parties.

d) Guarantee that their Entry does not contain third party copyrighted materials, images or music without they first obtain all necessary licenses, clearances, releases and/or permissions. Applicants who do not hold copyright ownership of the Entry or any elements contained within must obtain written consent and agreement from the rights owner to be bound by the Rules and at RX France's request, must be able to provide a copy of such written consent and agreement from the rights owner.

- RX France reserves the right to reject any programme should its content be perceived by RX France as deliberately interfering with honour and human dignity, with third parties' rights, or as being pornographic, racist, provocative, discriminatory or violent.
- The submitted programmes cannot be withdrawn from the selection process once the application has been submitted, except in case of *force majeure*.

ITEM 3: SELECTION PROCESS

All submitted programmes will be reviewed by a Jury made of members of the MIP Markets Diversity Advisory Board and additional industry experts, as well as RX France's Editorial Team. Only applications that meet the conditions of participation, as specified in the Terms and Conditions, will be considered.

Awards categories:

- **Representation of Race & Ethnicity Scripted + Non-scripted**
- **Representation of LGBTQIA+ Scripted + Non-scripted**
- **Representation of Disability Scripted + Non-scripted**
- **Representation of Diversity in Kids Programming Pre-school + Older Children**
- **Behind the Scenes Impact award**

Up to 3 programmes per sub-category will be shortlisted to be presented during the MIPCOM Cannes Diversify TV Awards Ceremony on Tuesday 17 October 2023.

The applicants will be informed of the selection of their programme by email by RX France mid-September 2023.

The shortlisted projects will be judged in each category by charitable organisations that campaign for equality and inclusion.

A programme per sub-category will be awarded during the MIPCOM CANNES Diversify TV Awards.

The selection decisions are final and without appeal. By entering a programme, the Applicant agrees not to challenge the selection decisions on any ground.

The Official Selection will be announced by end of September 2023.

ITEM 4: OBLIGATIONS AND BENEFITS FOR APPLICANTS WITH A PROGRAMME SELECTED

The MIPCOM CANNES Diversify TV Awards Ceremony, is open to all the MIPCOM participants.

The MIPCOM CANNES Diversify TV Awards Ceremony will also be livestreamed via a streaming platform, official partners might also broadcast the Ceremony. The recording of the Ceremony might be used for informational, promotional and/or commercial purposes; for a period of three (3) years beginning on the date the recording is made.

Shortlisted programme applicants for the MIPCOM CANNES Diversify TV Awards 2023 will be responsible for their accommodation, flights and expenses on site and other costs and expenses of attending and participating in all aspects of the event.

The Applicant is invited to mention the shortlist of his/her programme at the MIPCOM CANNES Diversify TV Awards in his/her promotional activities.

The information provided in the **online Entry Form** may be used by RX France to promote the shortlisted programmes in all communication/promotional tools relating to the MIPCOM CANNES Diversify TV Awards and MIPCOM CANNES 2023:

- Website, Show News and all related e-communications, including social media.
- Onsite publications (distributed to the international press and the overall community attending the market).
- Any other promotional/marketing tools that RX France or MIP Markets may use for informational or promotional purposes.

The Applicant authorises the use of this information for promotional purposes.

The applicant behind a shortlisted programme commits to provide promotional material (visual, trailer, synopsis, credits) that may be used to promote The MIPCOM CANNES Diversify TV Awards in all events organised by RX France.

RX France may take pictures, films or any kind of recording of the awards ceremony the Applicant is involved in. The Applicant authorises RX France to use these recordings taken during the awards ceremony or sent by the applicant on MIPCOM CANNES' website, printed material, online campaigns and/or RX France's partners' websites and for distributing within a compilation for informational, promotional and/or commercial purposes; for a period of three (3) years beginning on the date the shooting is made.

RX France collects Applicants' personal data by the present document or via an online database, or during participation to the Event (attended places or events, services operated) in accordance with the following disposition and RX France Privacy Policy (<https://privacy.reedexpo.com/en-gb.html>).

The data is processed by RX France for the purposes of carrying out its contractual obligations (notably customer's data base management, access to the online Applicants' database, events, services and ticketing management, invoicing and cash collection management) and promoting its activity.

Such data is stored for a maximum duration of 10 years. This personal data can be:

integrated into the online database available to Applicants to enable them to prepare the Event, network, promote their business and schedule their business appointments during the Event. In this respect, Applicants undertake not to use the data for any other purposes. Applicants that would use the data contained in the database for their own purpose are deemed data controllers and bear all the liabilities of this status towards other Applicants. RX France will provide its best efforts to stop by any means any disturbance caused by any forbidden use of personal data. RX France shall, under no circumstances, be held liable regarding the unlawful data processing and use from other Applicants or third parties;

transmitted to parties that have undertaken to comply with Data Protection Laws requirement such as companies belonging to the same group, in particular the companies of the RELX group, service providers and partners, who may be located outside the European Economic Area;

communicated to Applicants, such as speakers, sponsors, exhibitors and sellers, who can be located outside the European Economic Area to carry out commercial prospecting;

used on all distribution and promotional media in connection with the relevant Event including but not limited to media over the internet;

processed for distribution and promotional analysis (profiling, targeting).

As a data controller, RX France has implemented and maintains appropriate technical and organisational measures in such a manner that its processing of personal data meets the requirements of French and European Data Protection Laws and in particular GDPR.

Applicants may exercise their right to access, obtain, correct and oppose the use of their personal data, to the extent that such data is processed solely by RX France, by writing to Privacy Centre webform (<https://privacy.reedexpo.com/en-gb/privacy-centre.html>). In case of unsatisfied answer to Applicants' request, Applicants may raise a complaint before the French National Data Protection Authority (Commission Nationale Informatique et Libertés or CNIL) www.cnil.fr

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

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

ITEM 5: CLAIMS

Submitting a programme for the MIPCOM CANNES Diversify TV Awards implies full acceptance of the present Terms and Conditions.

These Terms and Conditions are governed and shall be construed in accordance with French law.

No claims related to the selection of a programme or any other aspects of selection process, will be accepted. The Director of MIPCOM CANNES 2023 has the power to settle all cases not covered by the present Terms. Everyone may have access to the data posted online in the frame of the event. RX France cannot be held liable for the use that could be made of these data by third parties.

ITEM 6: MISCELLANEOUS

In the event of circumstances independent of RX France's will and resulting in the impossibility of organising MIPCOM CANNES Diversify TV Awards 2023, the event shall be cancelled without any indemnification whatsoever.

The present Terms and conditions are governed by French Law. FOR ANY DISPUTE ARISING IN CONNECTION WITH THE CONSTRUCTION AND/OR PERFORMANCE OF THE PRESENT TERMS, THE COURTS HAVING JURISDICTION AT THE PLACE OF THE REGISTERED OFFICE OF RX FRANCE WILL SOLELY BE COMPETENT TO RULE ON THE MATTER, WHICH IS EXPRESSLY ACKNOWLEDGED AND AGREED BY THE PARTIES.