

RULES FOR “META PITCH CONTEST BY NEWEN STUDIOS”

1 - ORGANISATION

NEWEN STUDIOS – a *société par actions simplifiée* (simplified joint stock company) with a share capital of 30,829,820 euros, whose head office is located 123 boulevard de Grenelle – 75015 PARIS (France), registered with the Paris Trade and Companies Registry under number 505 327 940,

(“Newen”)

is organising a pitch contest for original short programmes entitled *META PITCH CONTEST BY NEWEN STUDIOS* (the “Contest”) under the terms set out in these rules.

The Contest is free of charge with no purchase obligation.

This document fully details the rules applicable to the Contest.

2 – VIEWING AND ACCEPTING THE RULES

The rules can be freely viewed on line, and throughout the period of the Contest, at the following address: <https://metapitch.newenstudios.com>

Before participating in the Contest, participants must read and unreservedly accept these Rules for the Contest organised by Newen as well as the principle of the Contest. Anyone who breaches one or more of the clauses of these rules will be denied the opportunity to participate in the Contest and to be given the prize that they may potentially have won.

3 – TERMS AND CONDITIONS OF PARTICIPATION

3.1 Period of participation

The Contest begins on 23 January 2023 at 6 p.m. (CET) and will end when the finalists present their films at the Series Mania Forum on 21 March 2023.

The Contest will take place in three (3) separate phases:

- application phase;
- first round;
- final.

The application phase for the Contest projects is open from 23 January 2023 at 6 p.m. (CET) to 20 February 2023 at 6 p.m. (CET), the date and time of the participants’ connections, as registered by the IT systems of Newen and/or its technical service providers serving as proof.

Access to the first round and the final is only open to participants who validate their entry in the Contest before the end of the application phase. At the end of that period, no new entry will be taken into consideration for the remainder of the Contest.

3.2 Terms and conditions for participants

The Contest is open to individuals over the age of majority having access to the Internet and residing in a member country of the Creative Europe programme (Albania, Austria, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Tunisia, Ukraine).

A list of member countries of the Creative Europe programme is available on the programme's website: culture.ec.europa.eu/resources/creative-europe-desks.

The Contest is not open to members of staff of Newen Studios and its subsidiaries and their families (spouses, ascendants, descendants, brothers and sisters).

The Contest is expressly closed to any company, association or other legal entity and to any individual representing a company, association or other legal entity.

As a reminder, participating in the Contest is free of charge with no purchase obligation.

Participants who meet the conditions set out in this section are hereinafter referred to as "Participant(s)".

4 - PRINCIPLE OF THE CONTEST

4.1 Stages of the Contest

The Contest is divided into four stages, as follows:

1. **Application phase:** Participants must submit their application on the following website: <https://metapitch.newenstudios.com> **from 6 p.m. (CET) on 23 January 2023 to 6 p.m. (CET) on 20 February 2023.**

2. **Preselection:** Among the applications validly received during the previous phase, a jury will preselect twenty (20) Projects to be presented by the Participants concerned in the Newen Meta Sky metaverse.

The twenty (20) Projects selected will be announced on **27 February 2023.**

3. **First round:** The twenty (20) Participants whose Projects are preselected will present their Projects in the Newen Meta Sky metaverse on **7 March 2023** to a jury of professionals from the audio-visual industry.

At the end of the First round, the jury will select three (3) finalist Projects which will be announced on **9 March 2023.**

4. **Final:** The three (3) Participants with finalist Projects will present their Project in person on **21 March 2023** at the Series Mania Forum in Lille (France).

The winning Project and the winners of the second and third prizes of the Contest will be announced on the day of the presentation at the Series Mania Forum.

The names of the Participants concerned will also be communicated a few days later on the <https://metapitch.newenstudios.com> website.

During the Contest, the preselected Participants and the finalist Participants will be contacted in accordance with Section 5 of the rules.

4.2 Application contents

It should be noted that, in the scope of the Contest and the selection of applicants for the various phases:

- the jury will appreciate compliance with instructions, the consistency of the Project with the theme of the Contest and the Participant's creativity, audacity and ingenuity to "break" the rules of the audio-visual industry;
- submitting a Project on which several people have worked is possible. However, no more than two (2) people can represent the Project during the various phases of the Contest;
- only one prize will be awarded to the winning Project, even if it was created by several Participants;
- The Project and the programme it concerns:
 - o must comply with requirements concerning public order, good moral standards and third-party rights;
 - o must be original and unreleased;
 - o must not be subject to any option, assignment or operating licence for the benefit of a third party (individual or legal entity) before the Contest and throughout the period of the Contest.

Newen reserves the right to refuse the participation of a Project if it is in breach of the stipulations of this section and, more generally, of the Rules.

A) Application phase

Participants must send to Newen, from **6 p.m. (CET) on 23 January 2023 and by 6 p.m. (CET) on 20 February 2023 at the latest**, a document containing a brief description of the original short programme (the "Project") by means of the application form available on the website: <https://metapitch.newenstudios.com>.

Any applications that are incomplete or inaccurate or not sent before 6 p.m. (CET) on 20 February 2023 will not be taken into account and will be considered null and void.

The theme of the Contest is "**New Worlds**".

To be considered as valid to participate in the Contest, the Project sent must meet the following conditions:

- the Project must concern the creation of an original short programme of a maximum length of five (5) to twenty-five (25) minutes;
- **The document sent must be maximum four (4) pages long and exclusively in PDF format and in landscape mode**, and must imperatively contain the following:
 - o (i) a biography of the Participant(s),
 - o (ii) a synopsis of the original short programme,
 - o (iii) a statement of artistic intent,
 - o (iv) arguments supporting the innovating nature of the Project;
- the Project can be written in **English or French**;
- the Project **must not contain any clickable links**;
- the size of the file sent must be no more than 45 MB.

B) First round

The twenty (20) preselected Projects will:

- be subject to an oral presentation of no more than five (5) minutes;

- exclusively in PDF format: no sound, video or clickable links can supplement or be contained in the presentation.

The PDF document can be different from the document communicated in the application phase.

C) Final

The three (3) finalist Projects will be subject to an oral presentation of no more than five (5) minutes. Participants can use video, sound and/or PowerPoint files.

The files can be different from the files communicated in the application phase and the first round.

4.3 Priority and pre-emption right

For a period of six (6) months from the announcement of the results, Newen Connect will have a priority and pre-emption right to purchase the distribution rights for the programmes concerned by the finalist Projects, which can be exercised as follows:

- Priority right: the finalists and the programme producers will submit a proposal to Newen Connect, via registered mail signed for, for the priority purchase of the programme distribution rights on a worldwide basis. Newen Connect will then have a period of one (1) month from receipt of the said registered letter to give notice of its intention to exercise its right of first refusal, in which case the Participants and the programme producers will negotiate the terms and conditions of the distribution rights in good faith with Newen Connect.

- Right of last refusal: in the case the finalists and producers of the programme concerned by the finalist Project receive a third-party offer for the distribution rights of the said programme, they undertake (if they intend to respond favourably thereto) to propose to Newen Connect the priority purchase of the said distribution rights and to grant it a preferential right on the same terms and conditions as those offered to the third party.

Accordingly, the Participants and programme producers will give notice to Newen Connect, via registered mail signed for, of any offer they may receive and to which they wish to respond; Newen Connect will then have a period of one (1) month from receipt of the said registered letter to give notice to the Participants and programme producers of its intention to exercise the preferential right granted to it and to substitute the third party by paying the price proposed to the latter.

If Newen Connect gives notice of its refusal or fails to reply to the written notice within the above-mentioned period, the Participants and programme producers will be free to enter into an agreement with the said third party, provided that they negotiate the same terms as those communicated to New Connect.

In the case the programme production rights are assigned to a third party, the finalists undertake to ensure that their assignee is bound by the above requirements.

4.4 Payment of potential expenses

In respect of finalists only, Newen will pay the round-trip travel expenses between each finalist's home address and their accommodation in Lille (train or plane tickets, petrol, toll costs, etc.) to go to the Series Mania Forum up to three hundred (300) euros per person, subject to providing the corresponding supporting documents.

The finalists' accommodation in the scope of the Series Mania Forum in the final Phase will be entirely organised and paid by Newen.

All other costs incurred by the Participants for their participation in the Contest, including personal expenses, Internet access, Project processing fees, meals, visas, etc. will be fully borne by the Participants.

5 – DETERMINATION AND ANNOUNCEMENT OF THE RESULTS

5.1 A jury of professionals from the audio-visual industry will meet to choose:

- firstly, the twenty (20) Participants preselected to present their project in the Newen Meta Sky metaverse,
- secondly, the three (3) finalists selected to present their Project at the Series Mania Forum,
- thirdly, the order of the winners of the First, Second and Third Prizes of the Contest.

The jury members will be chosen by Newen.

The jury's decisions concerning the preselected Participants, the finalists and the winners will be taken at the sole discretion of the jury members, without any debate or indication of the grounds for selection, such decisions being non-appealable.

5.2 The twenty (20) Participants preselected to present their Project in the Newen Meta Sky metaverse will be announced on **27 February 2023**.

Newen will contact each preselected applicant via email at the address indicated by the Participant in the application form. Failing a reply within 48 hours, Newen reserves the right to reallocate the selection to another Participant.

The three (3) finalist Projects will be announced on **9 March 2023**. Newen will contact the Participants concerned via email. Failing a reply within 48 hours, Newen reserves the right to reallocate the selection to another Project.

The winning Project of the Contest will be announced on the date of the presentation at the Series Mania Forum and a few days later on the website: <https://metapitch.newenstudios.com>.

Newen will not send any message to the losers of the Contest.

5.3 The Participants expressly authorise Newen to check their identity in order to validate and take into account their entry into the Contest. It is expressly agreed that the data contained in Newen's IT systems have evidentiary force in the context of the designation of the twenty (20) Participants whose Projects are selected.

6 - PRIZES

6.1 The finalist Projects and the names of the Participants concerned will be indicated on the website: <https://metapitch.newenstudios.com>.

6.2 The three (3) finalist Projects will be awarded one of the following prizes, based on their position in the Contest:

First Prize:

The Project that is awarded the First Prize of the Contest wins Newen's support in developing the Project's programme. In this scope:

- the Winner(s) of the First Prize will be accompanied by a producer from one of Groupe Newen Studios' companies with whom they will sign an agreement setting out the terms of co-development of the programme and sharing of the intellectual property rights of the programme;
- Newen Connect, as Groupe Newen Studios' distribution subsidiary, will finance the development of the said programme in an amount of twenty thousand (20,000) euros excluding VAT, as a minimum guarantee in exchange for the assignment of the programme distribution rights on a worldwide basis. The terms of assignment of the said programme distributions rights will be negotiated at a later stage between Newen Connect and the winning Participants.

The First Prize solely concerns support in developing the programme and Newen does not make any commitment with regard to the actual launching of the programme's production.

Second and Third Prizes:

The winners of the Second and Third Prizes will each receive an invitation from Newen for two (2) hours of coaching with a professional producer. The coaching may take place face-to-face or remotely, at the winner's choice.

These two prizes do not include accommodation, travel expenses, meals, or any other personal expenses, which will be fully borne by the winners.

6.3 The prizes cannot be exchanged with another prize or for their potential value in cash.

7 – RIGHTS AND WARRANTIES

The Participants expressly represent that they hold all the necessary rights over the Projects to enable them to participate in this Contest and will hold Newen harmless from and against any proceedings or action that may be brought on any grounds whatsoever in the scope of Newen's use of the Projects. To that effect, the Participants expressly represent that they will not include in the Projects any material liable to infringe third-party intellectual property rights, including the rights referred to in Section 12 of these rules. In this respect, they will hold Newen harmless from and against any proceedings, action or claims that may be made on any grounds against Newen in the context of the use of the Projects.

The Participants are solely and entirely liable for the content of the Projects; they therefore undertake not to use any material liable to infringe third-party personality rights and represent that they have obtained the prior authorisation of any third parties whose image or name is shown in the Projects.

The Participants further undertake to comply with all applicable legislation, i.e.:

- legislation concerning privacy, intellectual property law, press law, patent law, trademark law, and image reproduction rights;
- public policy rules, including regulations applicable to pornographic and paedophile content;
- legislation applicable to minors, thus refraining from integrating in the Projects any material of a pornographic, paedophile, hateful, insulting and defamatory nature or, more generally, that is prejudicial to public order and good moral standards;
- to refrain from integrating any reference to advertising in the Projects.

The Participants undertake to send virus-free files. They undertake to respond as soon as possible to any information request by Newen.

8 – REGISTRATION OF THE RULES

These rules have been registered with Maître Simonin, Maître Le Marec and Maître Guerrier, official bailiffs, located at 4 rue Taitbout, 75009 Paris (France).

The postal stamp necessary to obtain these rules will be reimbursed at a flat rate, based on the applicable price of second-class post, upon request in writing and with the bank details attached to the payment request. Only one request for a copy of these rules and payment of the costs incurred to obtain the copy will be taken into account per Participant (same name, same address).

These rules are also available at any time on the website : <https://metapitch.newenstudios.com>.

9 – LIABILITY

Participating in the Contest requires full knowledge and acceptance of the characteristics and limits of the Internet, particularly regarding technical performance, response times for viewing, searching for or transferring information, risk of down time, connection-related risks, lack of protection of certain data against potential data leakages and risk of contamination by viruses circulating on the network. Newen cannot be held liable for any malfunction on the Internet, any configuration issue or any browser-related problem.

Newen does not warrant that the website <https://metapitch.newenstudios.com>, the application form and the Newen Meta Sky metaverse will operate uninterrupted, that they are bug-free or that identified bugs will be corrected.

Newen cannot be held liable for any malfunctions, whatever their form (particularly technical), in the context of the participation in the Contest.

In no event may Newen be held liable for any delay in benefiting from the prize(s) or in the case the winner(s) is/are unable to benefit from the prize(s) for reasons beyond Newen's control, particularly if they are unable to travel to benefit from their prizes.

As a reminder, Newen does not make any commitment in the scope of the Contest with regard to the actual launching of the production of the Project that wins the First Prize. No legal action may be brought in this respect.

In order to participate in all the stages of the Contest as detailed in Section 4.1 of the rules, Participants must meet all the customs and regulatory conditions for leaving their territory of residence and entering French territory and must therefore have a valid passport or identity document, as the case may be, for the entire duration of their stay/travel. Newen's sole obligation is to make the prizes available.

Newen cannot be held liable if a Participant is unable to participate in a stage of the Contest or receive their prize due to a breach of the conditions in the above paragraph. Consequently, all incidental costs relating to the prizes or general costs associated with taking possession of the prizes (particularly travel costs to the destination, meals and refreshments, accommodation, etc.) will be borne by the winners unless otherwise stipulated in these rules, particularly in Section 5. No payment or reimbursement will be due in this respect.

Newen will assume no liability for any incident or loss of any kind that may arise out of the use of the prize awarded, which the winner expressly acknowledges.

10 – DECISIONS OF THE ORGANISERS

Newen reserves the right to modify these rules at any time and to take any decisions it may deem useful for the enforcement of the rules. Newen may inform the Participants of its decisions by any means it may wish. Newen also reserves the right to modify, extend, shorten, suspend, or cancel the Contest without prior notice due to any event beyond its control and in particular any force majeure event (as defined by the French Civil Code) or unforeseeable circumstances. Newen reserves the right, if necessary, to cancel all or part of the Contest in the event of any fraud or malfunction of any nature whatsoever, including technical, in the scope of the participation in the Contest or the selection of the winner(s). In such a case, Newen reserves the right not to award the prize(s) to the fraudster(s) and/or to prosecute the perpetrator(s) of such frauds before a court of competent jurisdiction.

11 – PROTECTION OF PERSONAL DATA

The participant's personal data collected in the scope of their participation in the Contest is collected and processed by Newen, as Data Controller, for the purpose of managing their participation in the Contest, selecting the Participants and finalists, and awarding the First, Second and Third Prizes.

Newen undertakes to comply with all the principles and obligations applicable to data controllers, as set out in Regulation 2016/679/EU of 27 April 2016 on data protection ("GDPR") and the *Loi Informatique et Libertés*¹ n°78-17 of 6 January 1978 as amended in its current version ("LIL")

Personal data will be stored for a period of twelve (12) months from the end of the Contest, i.e., until 21 March 2024, without prejudice to any other period resulting from the signing of an agreement between the winner(s) of the First, Second or Third Prize and Newen or Newen Connect.

Only certain employees of Newen and its subsidiaries have access to your personal data, solely for the purpose of the proper execution of the Contest, and they are subject to a strict obligation of confidentiality.

Participants are informed that they can exercise a right of access to and rectification, opposition, and deletion of their data by writing to the following email address: dpo@newencontent.com

Lastly, and for all useful purposes, full details of Newen's privacy policy are available at the following address: <https://www.newenstudios.com/fr/donnees-personnelles/>

12 – INTELLECTUAL PROPERTY

12.1 By validating their participation in the Contest and submitting a Project, the Participants expressly acknowledge that they hold all the intellectual property rights, or are authorised to hold them by the owners thereof, attached to the Project and the programme concerned by the Project, particularly all exclusive rights to adapt, reproduce and represent, in any audio-visual form whatsoever, and all ancillary and derivative operating rights necessary for producing, directing and operating the Project's programme and all secondary and/or derivative productions by way of any means, media, processes, on any media and in any formats currently known and unknown, under any title, on a worldwide basis, in the original French and/or foreign language version, dubbed and/or subtitled in all languages.

As a reminder, the Projects and the programmes concerned by the Projects must not be subject to any assignment, option, or licence whatsoever for the benefit of a third party while the Project is still competing to win the First Prize of the Contest.

Newen's intellectual property rights remain the sole property of Newen.

12.2 The twenty Participants preselected to present their project in the metaverse expressly authorise Newen to:

- record and broadcast their presentations in the metaverse for the purposes of the Contest and the selection of the finalists. The recordings will be kept for a period of twelve (12) months from the end of the Contest, i.e. until 21 March 2024, under the conditions set out in Section 11;
- use their surname(s), first name(s), video sequences and any photographs taken in the scope of the presentation in the metaverse for Newen's institutional communication purposes, its activities as a production and distribution group, and the promotion of Newen's metaverse by means of all types of media and print, particularly at a professional event or festival or on the website: <https://metapitch.newenstudios.com> and any affiliated website, social network or media, without such use giving rise to any right to remuneration whatsoever, for a period of twelve (12) months from the end of the Contest, i.e. until 21 March 2024 and on a worldwide basis.

¹ French data protection act

13 – APPLICABLE LAW - DISPUTES

These rules are governed by French law.

Any complaints concerning the Contest must be sent to the following address: meta-pitch@newenstudios.com, or to dpo@newencontent.com if they concern the processing of the Participant's personal data.

No dispute will be taken into account after a period of 5 days following the closing date for participating in the Contest, as set out in these rules. After the said period, Participants waive all legal action.

In the event of a continuing disagreement concerning the enforcement or interpretation of these rules, and failing an amicable settlement, disputes will be brought before a competent court, in accordance with the legal rules of territorial jurisdiction or attribution.

In case of any inconsistency between the French and English versions of the rules, the French version will prevail.

14 – ETHICS AND COMPLIANCE

Groupe Newen's core principles include adopting a socially responsible approach and conducting its business in an ethical manner in accordance with applicable laws and regulations (and more specifically the principles of the United Nations' Global Compact, human rights, international labour standards, the environment and the fight against corruption).

In the context of their participation in this Contest, participants must ensure compliance with the rules applicable in terms of anti-fraud, anti-corruption, influence peddling and anti-competitive practices, as mentioned in particular by Law No. 2016-1691 of 9 December 2016 (Sapin II Law) and international anti-corruption and anti-money laundering conventions; they certify that neither they nor any person acting on their behalf, now or in the future, have directly or indirectly offered, solicited or accepted any payment or any other advantage for the benefit of or from a person (public or private), if the purpose of such payment or advantage is or could be to influence an act or a decision.

The Participant acknowledges that they are aware of Groupe Newen's values and commitments, which can be viewed on its website via the following link: www.newenstudios.com/code-of-ethics, and which govern their participation in the Contest and the enforcement of the rules.