

## RULES OF THE "META PITCH CONTEST SEASON 2 BY NEWEN STUDIOS" COMPETITION



### « LUMIÈRE ! »

#### ARTICLE 1 - ORGANIZATION OF THE COMPETITION

The competition is organized by **NEWEN STUDIOS** - a simplified joint-stock company with a share capital of 30,829,820.00 euros, headquartered at 123 Boulevard de Grenelle – 75015 PARIS, registered with the Paris Trade and Companies Registry under number 505 327 940, (hereinafter referred to as "**Newen**").

Building on the success of the first edition, Newen is delighted to present the second edition of its competition titled "**META PITCH CONTEST SEASON 2 BY NEWEN STUDIOS**", this time dedicated to **TV series trailers** (hereinafter referred to as the "**Competition**")!

All the terms and conditions related to this Competition are described in these rules. In case of discrepancies between the French and English versions of the rules, the French version shall prevail.

#### ARTICLE 2 – CONSULTATION AND ACCEPTANCE OF THE RULES

These rules can be consulted free of charge online and throughout the duration of the Competition at the following address: <https://metapitch.newenstudios.com>

Before participating in the Competition, each participant must read these rules and accept their terms without any reservation. Any participant violating one or more provisions of the rules will not only be excluded from participating in the Competition but will also be deprived, if applicable, of any prizes they may have won.

#### ARTICLE 3 - PARTICIPATION CONDITIONS

Participation in the Contest is open to any natural person of legal age, with internet access ("**the Participant(s)**").

Participation in the Contest is expressly closed to any company, association, or other legal entity, as well as to any individual representing a company, association, or other legal entity.

## ARTICLE 4 – THEME OF THE CONTEST

The **META PITCH CONTEST SEASON 2 BY NEWEN STUDIOS** is dedicated to **TV series trailers** and its theme is:

« **LUMIÈRE !** »

## ARTICLE 5 - PROGRESS OF THE CONTEST

### 5.1 Duration of the contest

The Contest will take place from **October 30, 2023** until the final, which will be held between **March 19 and March 21, 2024**, at the Séries Mania festival in Lille (France).

### 5.2 Key dates

The Contest will proceed in 3 stages, detailed below:

1. **Application:** Participants must submit their application via the Contest's website <https://metapitch.newenstudios.com> from **October 30, 2023** to **January 14, 2024**, at 6:00 PM (Paris time), with the date and time of the Participants' connections, as recorded by Newen's computer systems and/or its technical service providers, being the proof.

Any incomplete, inaccurate, or late submissions will not be considered and will result in the invalidity of the application.

At the end of the application phase, a jury will select 6 projects from all valid applications. The selected projects will be announced on **February 2, 2024**.

2. **First round:** Participants of the 6 selected projects will have the opportunity to explain their trailer in the Newen Meta Sky Metaverse, via an avatar, on **February 13, 2024**, in front of a jury composed of audiovisual professionals and some partners of the Contest.

They may project a PDF document, which must not contain sound, video, or clickable links.

The oral presentation must be limited to a maximum duration of **10 minutes** and will be followed by a **5-minute** Q&A session with the jury.

At the end of the First Round, the jury will designate the 2 finalist projects on **February 17, 2024**.

3. **Final:** Participants of the 2 finalist projects will present their project, in person, between **March 19 and March 21, 2024** (date to be determined later) at the Séries Mania festival in Lille (France).

The presentation must be limited to a maximum duration of **10 minutes**. Finalists will have the opportunity to use supports such as videos, sound elements, and/or PowerPoint slideshows.

The winner will be announced on the day of the final, after the presentations of the finalists.

The names of the winner of the Grand Jury Prize and the five other laureates will be indicated on the Contest's website <https://metapitch.newenstudios.com>.

Participants will be contacted by Newen at the email address provided in the participation form. In case of no response within 48 hours, Newen reserves the right to reassign the place to another Participant.

Participants expressly authorize all verifications by Newen concerning their identity to allow the validation of their participation in the Contest.

### 5.3 Application File

To be considered valid for participation in the Contest, the application file (hereinafter referred to as the “**Project(s)**”) must meet the following conditions:

The mandatory elements of your application file include:

- A **trailer** for your TV series, in video format, lasting between **1 and 3 minutes**, on the theme “**Lumière !**”.

We strongly encourage the use of artificial intelligence tools for creating your trailer.

- A **PDF document of 1 page maximum**, summarizing your TV series project and explaining which artificial intelligence tools were used to create the trailer.

The document must not include any clickable links.

Your trailer and your document can be in French or English and must include English subtitles for the trailer.

The jury will pay special attention to compliance with instructions, the handling of the theme, the quality and originality of the Project, as well as the creativity, boldness, and ingenuity of the Participants in reinventing the codes of audiovisual production.

The evaluation of the Projects is holistic; no criterion is prioritized over another.

It is possible to submit a Project that is the result of the collaborative work of several people. However, a maximum of 2 people may represent the Project during the various stages of the Contest.

The Project must necessarily:

- Comply with prevailing standards regarding public order, decency, and the rights of third parties;
- Be original and unpublished;
- **Not have been subject to any option, assignment, or authorization of exploitation in favor of a third party (individual or legal entity) before the start of the Contest and throughout the duration of the Contest.**

Newen reserves the right to refuse a Project if it violates the provisions of these rules.

### 5.4 Composition of the Jury and Decisions

The members of the jury are audiovisual professionals selected by Newen.

All decisions made by the jury during the Contest are final, taken at its sole discretion, and not subject to appeal.

### COMPETITION PRIZES

#### ➤ JURY GRAND PRIZE

The winner of the Jury Grand Prize will receive the following:

- Funding for the Project's development by Newen Connect, up to **€20,000\***;
- Participation by TitraFilm in post-production expenses, up to **€10,000**;
- One-year Creative Cloud license by Adobe, with an indicative value of €720.

*\* The winner will be mentored by a producer from the Newen group, with whom they will enter into an agreement specifying the terms of co-development of the program and the sharing of intellectual property rights of the Project. The terms of distribution rights transfer will be negotiated later between the winner and Newen Connect. The funding by Newen Connect will be provided as a minimum guarantee in exchange for the transfer of distribution rights of the program worldwide. It is clarified that the Jury Grand Prize solely aims to support the winner in the development of the Project, and Newen makes no commitment regarding production.*

#### ➤ JURY SECOND PRIZE

The winner of the Jury Second Prize will receive the following:

- A six-month Creative Cloud license by Adobe, with an indicative value of €560
- A detailed analysis of the potential of your series on <https://betaseries.pro/fr/forecast>

#### ➤ JURY THIRD TO SIXTH PRIZES

The winners of the Jury Third, Fourth, Fifth, and Sixth Prizes will receive the following:

- A six-month Creative Cloud license by Adobe, with an indicative value of €560

### OUT OF COMPETITION PRIZES

Out-of-competition prizes will also be awarded.

#### ➤ PUBLIC CHOICE AWARD (category reserved for a Project selected by a panel of Betaseries platform users\*)

The winner of the Public Choice Award will receive the following:

- A detailed analysis of the potential of your series on <https://betaseries.pro/fr/forecast>

*\*The panel will be constituted by Betaseries with the aim of representing a cross-section of series consumption among its users, including a diversity of sociodemographic profiles and ensuring a minimum of 100 participants.*

#### ➤ FAVORITE AWARD (category reserved for Newen group collaborators)

The winner of the Favorite Award will receive the following:

- A coaching session with a producer from the Newen Group to discuss the potential of your series.

### Prize Allocation

Only one prize will be awarded per Project, even if it has been developed by multiple Participants.

It is understood that the prizes above cannot be exchanged for another prize or their potential cash value.

## ARTICLE 7 – PARTICIPATION COSTS

**This Contest is entirely free and without any purchase obligation.**

To enable the finalists to attend the Séries Mania festival for the Contest's final round, Newen will cover the round-trip transportation costs between each finalist's residence and the accommodation location in Lille (train ticket, plane ticket, fuel expenses, tolls, etc.), up to a maximum of 900 (nine hundred) euros per person, subject to the submission of all corresponding receipts.

Newen will also cover the accommodation expenses for the finalists during the Séries Mania festival, up to a maximum of 300 (three hundred) euros per person, subject to the submission of all corresponding receipts. All other expenses incurred by Participants for their participation in the Contest, including personal expenses, internet subscription fees, application submission fees, visa fees, etc., remain the sole responsibility of the Participants.

## ARTICLE 8 – RESPONSIBILITIES AND OBLIGATIONS

Participants expressly declare that they hold all necessary rights to the Projects and guarantee Newen against any claims or actions that may be taken for any reason in connection with the use of the Projects by Newen in the context of the Contest.

In this regard, Participants expressly declare that they will not include in the Projects any elements that may infringe upon the intellectual property rights of a third party, including all rights mentioned in Article 12 of the regulations. In this regard, they indemnify Newen against any claims, actions, or demands that may, if applicable, be brought against Newen for any reason in connection with the use of the Projects.

Participants are solely and entirely responsible for the content of the Projects; they undertake not to use any elements that may infringe upon the rights of third parties and declare that they have obtained the prior authorization of any third party whose image or name appears in the Projects.

Participants also undertake to comply with all applicable laws and regulations, including but not limited to:

- Any provisions related to privacy, intellectual property rights, press rights, patent rights, trademark rights, and the right to image;
- Public law rules, including regulations applicable to pornographic and pedophilic content;
- Legislation applicable to minors, including not incorporating any elements of a pornographic, pedophilic, hateful, defamatory, or generally offensive nature in their Project, which may be contrary to public order and good morals.

Participants agree not to send files containing viruses. They commit to promptly respond to any information requests from Newen. Participants are encouraged to contact Newen for any questions or doubts regarding the ownership of rights to their project.

## ARTICLE 9 – REGULATION DEPOSIT

This regulation is deposited at the office of Maîtres Simonin – Le Marec – Guerrier, Commissioners of Justice, located at 54 rue Taitbout, 75009 Paris.

This regulation can also be consulted at any time on the Contest's website: <https://metapitch.newenstudios.com>

## ARTICLE 10 – LIABILITY

Participation in the Contest implies knowledge of and acceptance of the characteristics and limitations of the Internet, especially regarding technical performance, response times for accessing, querying, or transferring information, the risks of interruption, risks associated with the connection, the absence of protection for certain data against potential breaches, and the risks of contamination by potential viruses circulating on the network. Newen cannot be held responsible for malfunctions affecting the Internet network, configuration issues, or issues related to a particular browser.

Newen does not guarantee that the website <https://metapitch.newenstudios.com>, the participation form, and the Newen Meta Sky will function without interruption, that they will be free of computer errors, or that observed defects will be corrected.

Newen cannot be held responsible for malfunctions in any form, including technical issues, that may occur in the context of participating in the Contest.

In no event can Newen be held responsible for any delay in receiving the prize(s) or if the winner(s) are unable to claim the prize(s) due to circumstances beyond Newen's control, especially if the winners cannot travel to claim their prizes.

It is reminded that within the scope of the Contest, Newen makes no commitment regarding the production of the Project winning the Jury Grand Prize. No claims can be made in this regard.

In order to participate in all stages of the Contest as detailed in Article 5.1 of the regulations, Participants must meet all customs and regulatory requirements for exiting their country of residence and entering French territory. They must have, among other things, a valid passport or identity document, as applicable, for the entire duration of the trip. It is emphasized that Newen's obligation consists solely of providing the prizes.

## ARTICLE 11 - ORGANIZERS' DECISIONS

Newen reserves the right to modify this regulation at any time and to make any decisions it deems necessary for the application of the regulation. Newen may inform Participants by any means of its choice. Newen also reserves the right to modify, extend, shorten, suspend, or cancel the Contest without notice due to any event beyond its control, especially in the case of an event constituting force majeure (as defined in the French Civil Code) or a fortuitous event.

Newen specifically reserves the right, if necessary, to cancel all or part of the Contest if it appears that fraud or malfunctions have occurred in any form, especially of a technical nature, in the context of participating in the Contest or determining the winners. In this case, Newen reserves the right not to award the prize to the fraudster and/or to pursue legal action against the perpetrator of these fraudulent activities in the competent courts.

## ARTICLE 12 – PERSONAL DATA PROTECTION

The personal data of Participants collected as part of the Contest are subject to processing by Newen, the data controller, for the purpose of organizing the Contest.

Newen commits to comply with all principles and obligations applicable to data controllers, as provided for by Regulation (EU) 2016/679 of April 27, 2016, on data protection ("GDPR") and the French Data Protection Act No. 78-17 of January 6, 1978, as amended in its current version ("LIL").

The personal data collected as part of the Contest will be retained for 12 months from the end of the Contest.

Only certain employees of Newen and its subsidiaries have access to your personal data, solely for Contest management purposes. They are bound by strict confidentiality obligations.

Participants are informed that they have the right to access, rectify, object to, and erase their personal data by contacting Newen at the following email address: [dpo@newencontent.com](mailto:dpo@newencontent.com)

Furthermore, for reference, all details regarding Newen's data collection and processing policy can be accessed at the following address: <https://www.newenstudios.com/en/personal-data/>

## ARTICLE 13 – INTELLECTUAL PROPERTY

### **13.1 Intellectual Property and Participant Obligations**

By submitting a Project, all Participants expressly acknowledge that they hold or are authorized by the rights holders of all intellectual property rights associated with the Project, including all exclusive rights of adaptation, reproduction, and representation, in all audiovisual forms whatsoever, as well as secondary and derivative exploitation rights necessary for the production, realization, and exploitation of the Project and all secondary and/or derivative productions, by any means, media, processes, on all media, and in all formats, known and unknown to date, under all titles, worldwide, in the original French and/or foreign language, dubbed and/or subtitled in all languages.

It is emphasized that Projects should not be subject to any assignment, option, or authorization to benefit any third party while the Project is still in competition within the framework of the Contest.

### **13.2 Recording Authorization**

Participants selected to present their Project in the Newen Meta Sky Metaverse expressly authorize Newen to:

- Record and broadcast their presentations within the Metaverse for the purpose of promoting the Contest and Newen Meta Sky. Recordings will be kept for a duration of 12 months following the end of the Contest, under the conditions defined in Article 12 of the regulations;
- Use their first names, last names, video sequences, and photographs taken within the Metaverse for Newen's institutional communication, promotion of the Contest and Newen Meta Sky, on all media and all platforms, especially in any professional event or festival, on the website <https://metapitch.newenstudios.com>, and any affiliated website, social network, or medium, without such use entitling them to any compensation, worldwide, and for a duration of 12 months from the end of the Contest.

### **13.3 Right of First Refusal and Preemption by Newen Connect**

For a period of **9 months** from the announcement of the Grand Jury Prize result, Newen Connect (a subsidiary of Newen specializing in distribution) will have a **right of first refusal** and a **right of preemption** to acquire the distribution rights of the winning Project, which will be exercised as follows:

- Right of first refusal: The winner of the Grand Jury Prize or the producers of the program must first offer to Newen Connect, by registered letter with acknowledgment of receipt, the opportunity to acquire the distribution mandate of the program worldwide. Newen Connect will then have a period of 1 month from the receipt of said registered letter to decide whether it intends to exercise its right of first refusal, in which case the winner of the Grand Jury Prize or the producers of the program must negotiate in good faith with Newen Connect the terms and conditions of the relevant mandate.
- Right of last refusal: The winner of the Grand Jury Prize or the producers of the program, if they receive an offer from a third party for the distribution mandate of the program, commit, if they intend to respond favorably to it, to offer Newen Connect the opportunity to acquire the distribution rights on equal terms with those offered by the third party.

As a result, the winner of the Grand Jury Prize and the producers of the program will notify Newen Connect, by registered letter with acknowledgment of receipt, of any proposal made to them that they wish to pursue. Newen Connect will then have a period of 1 month, following the receipt of the notification letter, to inform the winner of the Grand Jury Prize and the producers of the program whether Newen Connect intends to exercise the recognized right of preference and replace the third party by paying the price offered by the latter.

If Newen Connect notifies its refusal or does not respond to the written notification within the aforementioned period, the winner of the Grand Jury Prize and the producers of the program will be free to conclude with the said third party, subject to treating under the same conditions as those transmitted to Newen Connect.

In the event of the transfer of rights to third parties to produce the program, the winner of the Grand Jury Prize therefore undertakes to impose these provisions on its contractors.

#### **ARTICLE 14 - APPLICABLE LAW - JURISDICTION**

This regulation, for its validity, interpretation, and execution, is subject to French law.

Disputes arising from this regulation, or that may result from it or be its consequence, will be subject, to the extent permitted by applicable legal provisions, to the exclusive jurisdiction of the competent courts within the jurisdiction of the Court of Appeal of Paris.

#### **ARTICLE 15 – ETHICS AND COMPLIANCE**

The respect for socially responsible practices and ethical conduct in accordance with applicable laws and regulations (including the principles of the United Nations Global Compact), respect for human rights, international labor standards, environmental considerations, and the fight against corruption are fundamental principles of the Newen Group.

In the context of participating in this Contest, Participants must ensure compliance with rules related to fraud prevention, corruption, influence peddling, and illegal agreements, as notably covered by Law No. 2016-1691 of December 9, 2016 (Sapin II Law) and international conventions against corruption and money laundering. Participants certify that neither they nor anyone acting on their behalf has, directly or indirectly, offered (or will offer), solicited, or accepted any payment or other benefit for the benefit of or from any person (public or private) when such payment or benefit is or would be intended to influence an act or decision.

Participants acknowledge having familiarized themselves with the values and commitments of the Newen Group, which can be found on the Group's website at the following link: <https://bit.ly/CodeEthiqueNewenENG>, and these values and commitments should guide their participation in the Contest.

RULES OF THE "META PITCH CONTEST SEASON 2 BY NEWEN STUDIOS" COMPETITION



« LUMIERE ! »

**AMENDMENT NO. 1 – dated February 2, 2024**

Following the closure of the Contest in accordance with the provisions of Article 5.2 of the Rules, Newen did not receive any applications from employees of the company.

As a result, Newen has decided to open the **Favorite Award, initially reserved for Newen employees, to all Participants. Article 6.2 of the Rules is amended accordingly.**

All other provisions of the Rules remain in full force and effect.

This amendment is accessible along with the Rules at any time from February 2, 2024, on the Contest's website: <https://metapitch.newenstudios.com>