

#### ATF Formats Pitch 2018 - The Rise of Asia

### **RULES AND REGULATIONS**

Reed Exhibitions (registered office located at 1 Changi Business Park #06-01 Plaza 8 @ CPB Tower A Singapore 486025) is the official organiser of the Asia TV Forum & Market 2018 (ATF) tradeshow and the related ATF Formats Pitch 2018. The rules and regulations (the "Rules") for the ATF Formats Pitch 2018 are set forth hereinafter:

### 1. AIMS

- **1.1** The ATF Formats Pitch 2018 is the Asian pitching event for individuals and companies with innovative concepts for new, non-scripted entertainment formats, taking place during ATF on Thursday 6 December 2018, at Marina Bay Sands, Singapore. This event is organised by Reed Exhibitions during ATF 2018 and backed by global partner all3media International, located in Berkshire House, 168-173 High Holborn, London, United Kingdom, within the framework of ATF.
- **1.2** The aims of the ATF Formats Pitch 2018 are to encourage, promote and reward creativity, originality and innovation.

### 2. APPLICATIONS

- **2.1** The ATF Formats Pitch 2018 is open to all creators and producers from Asia (under the banner of a company or otherwise) to present their new and original, non-scripted entertainment formats.
- **2.2** The working language of the ATF Formats Pitch 2018 is English.
- **2.3** Applicants for the ATF Formats Pitch 2018 shall submit all required pitch materials to present their new format concepts.

The Pitch presentation (on a WORD – 2 pages max.), PDF, or on a PowerPoint document) shall include:

- A detailed format description, including an opening paragraph that summarises the format pitch or logline
- A realistic approach to shooting schedules, broadcaster budget, legal restraints, etc.
- A clear statement of the target audience and a view on where the format would fit in the broadcast schedule
- A biography/filmography of the producer
- Any additional materials will be welcome but not necessary for the first round of submissions. A sizzle reel will be required only for those projects that are shortlisted from which the judges will select the final projects to be pitched onsite at ATF 2018. The sizzle reel does not need to be a fully graded, final trailer of the show but must demonstrate the essence of the show and its structure. It can be an interactive PowerPoint or feature filmed footage/short film/clips/stills. The winner will be encouraged to further develop and refine the sizzle reel into a pitch trailer as part of the development prize.



- **2.4** By submitting a Pitch Entry, applicants agree 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 Pitch Entry. Applicants acknowledge that all rulings of Reed Exhibitions and all decisions of the pre-selection committee and the jurors shall be binding and final.
- 2.5 Applicants acknowledge that their Pitch Entry is submitted voluntarily. Applicants recognise the possibility that elements of their Pitch Entry may be identical or similar to material which has or may come from, or is developed by other sources to Reed Exhibitions; its affiliates, personnel (including, without limitation, employees, officers, directors); the members of the pre-selection committee or the jurors in the final round of the ATF Formats Pitch 2018; all3media International and its affiliates (including, without limitation, employees, officers, directors) (collectively, the "Recipients"). Applicants understand and agree that a Recipient's use of such other material containing elements identical or similar to those contained in the submitted Pitch 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. 2.6 Pitch Entries must not contain third party copyrighted materials, images or music without the applicant first obtaining all necessary licenses, clearances, releases and/or permissions. Applicants who do not hold copyright ownership of the Pitch Entry or any elements contained within must obtain written consent and agreement from the rights owner to be bound by the Rules and at Reed Exhibitions' request, must be able to provide a copy of such written consent and agreement from the rights owner.
- **2.7** Each applicant represents and warrants to the Recipients that the Pitch Entry is the original work of the applicant, that the applicant has the right and authority to submit and present the Pitch Entry, and that the applicant's Pitch 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 Reed Exhibitions has reason to believe that a Pitch Entry contains any material that may infringe upon or violate any right or law, such Pitch Entry may be disqualified by ruling of Reed Exhibitions. If a Pitch Entry is disqualified for such reasons, no refund of the Registration Fee will be granted.
- **2.8** Correct entry information is the responsibility of the applicant. Reed Exhibitions is not liable for any incorrect listings that are the result of incorrect information provided by the applicant. Applicants warrant that all of the information provided, including the information provided on the Pitch Entry Form and the credits for creators and producers, is true and correct and has been verified by all parties involved. If any information is found to be incorrect, the Pitch Entry may be disqualified by ruling of Reed Exhibitions. If a Pitch Entry is disqualified for such reasons, no refund of the Registration Fee will be granted.
- **2.9** Reed Exhibitions collects participants' personal data by the present document or during participation of the event (attended places or events, services operated). This data is processed electronically by Reed Exhibitions for the purposes of managing and publishing its participants' data file.



This personal data can be:

- Integrated into the online database available to Participants to enable them to prepare the event, promote their business and schedule their business appointments within the event. In this respect, Participants undertake not to use the data for any other purposes. The Organiser reserves the right to stop, by any means, any disturbance caused by any forbidden use of personal data.
- Communicated to third parties that have entered into contracts with the Organiser, in particular the companies of the RELX group, service providers and partners of the Organiser, who can be located all over the world
- Communicated to Participants, such as speakers, sponsors, exhibitors, who can be located all over the world to carry out commercial prospecting.
- Used on all distribution and promotional media in connection with the relevant event, including over the Internet.
- **2.10** Applicants agree to defend, indemnify and hold the Recipients harmless from and against any and all claims, liabilities, damages, losses or expenses arising out of the applicant's breach of any warranties set forth in the Rules, including, without limitation, any claims based on the infringement or violation of any copyright, trademark, right of privacy or right of publicity.

## 3. ELIGIBILITY

- **3.1** Pitch Entries are eligible to enter the selection process for the ATF Formats Pitch 2018, if the Pitch Entry is a new and original format concept which has not been commissioned or broadcast on linear television or non-linear television yet and for which the worldwide format rights are still available.
- **3.2** Reed Exhibitions reserves the right to disqualify a Pitch Entry, if such eligibility requirements are not met. If a Pitch Entry is disqualified for such reasons, no refund of the ATF Registration Fee will be granted.

### 4. REQUIRED ENTRY MATERIAL AND ENTRY DEADLINE

- **4.1.** Each applicant must submit the following materials to Reed Exhibitions:
- The duly completed online Pitch Entry Form, including agreement to the ATF Formats Pitch 2018 Rules and Regulations.
- o The required pitch materials
- **4.2.** A sizzle reel will also be required for the selected projects to be pitched onsite at ATF.
- **4.3.** All required pitch materials, as set forth hereinabove, must be received by Reed Exhibitions no later than 23 September 2018 (the "Entry Deadline").
- **4.4.** Incomplete or late entries may be disqualified by ruling of Reed Exhibitions.
- **4.5.** Reed Exhibitions will not be responsible for late, lost, damaged, incomplete or ineligible Pitch Entries.



## **5. PRE-SELECTION PROCESS**

- **5.1** All eligible Pitch Entries received will undergo a pre-selection round of judging based on the criteria of creativity, originality and innovation and capacity of returning for multiple series. The selected projects will also have to be well structured, tightly formatted; fitting in the following genres of non-scripted formats: entertainment, factual entertainment, game shows, and studio entertainment; have potential to travel as a format to countries small and large. Reed Exhibitions and all3media International may appoint a pre-selection committee comprised of industry experts, as Reed Exhibitions and all3media International may deem appropriate, in its sole discretion.
- **5.2** The first round of judging will be led by all3media International's Nick Smith, SVP International Format Production, & Carolyn Gilbey, Production Consultant with input from all3media International's Acquisitions team, led by Maartje Horchner. A shortlist of 10 projects will then be presented to the Short List Judges.
- **5.3** In this pre-selection round of judging, five Pitch Entries will be selected to proceed to the final round of the ATF Formats Pitch 2018 ("Finalist").
- **5.4** The Finalists will be announced by Reed Exhibitions by 19 November 2018 on the ATF website. Those who have been selected to participate in the final round of the ATF Formats Pitch 2018 taking place on Thursday 6 December 2018 will be notified in writing by Reed Exhibitions.
- **5.5** The Finalists shall ensure that any and all rights for their Pitch Entries are available at such time and provided the Finalists each agree to terms and conditions notified by Reed Exhibitions with respect to their participation in the final round.

# 6. THE FINAL ROUND OF THE ATF FORMATS PITCH 2018

- **6.1** The final round of the ATF Formats Pitch 2018 is scheduled to take place on Thursday 6 December 2018 at ATF 2018 the Marina Bay Sands, Singapore. Only Finalists will have the right to present and pitch their selected format concept at this live pitching event onsite in front of an audience of accredited buyers, commissioners and distributors.
- **6.2** The Finalist(s) accordingly authorises Reed Exhibitions to use his/her name and likeness and if necessary, that of its representative(s) present during the ATF Formats Pitch 2018 public session.
- **6.3** All Finalists or their representative confirm their availability to pitch their project on stage on Thursday 6 December 2018. All Finalists or their representative will be asked to attend a preparatory and technical rehearsal of the live pitch. This rehearsal is mandatory and will be scheduled on Wednesday 5 December 2018 (time TBC). Final rehearsal schedule will be confirmed by Reed Exhibitions to all Finalists at the announcement of the selection.
- **6.4** The Finalists will be responsible for accommodation, flights and expenses on site and other costs and expenses of attending and participating in all aspects of the event.
- **6.5** The submitted pitch materials of those who have been selected and have accepted to participate in this final round of the ATF Formats Pitch 2018 will be made accessible for screening to all accredited buyers, commissioners and distributors.
- **6.6** The finalists will get visibility during the onstage pitching in Singapore during ATF 2018; visibility in ATF communication tools (official conference programme, ATF website and social media); visibility in the ATF Show Daily magazine; and a complimentary badge to attend ATF 2018 (Dec 4—7, 2018).



**6.7** As a condition of the competition, each Finalist agrees to enter into a further and separate written agreement with all3media International granting all3media International an option ending on31<sup>st</sup> January 2019, if applicable, further develop the Finalist's format and acquire the distribution and exploitation rights in and to the Finalist's format upon the following terms (but not limited to the following) before participation in the live Pitch:

- 6.7.1 Ownership of the Finalist's format as pitched or developed by Finalist and all3media
  International shall vest in, and remain with Finalist.
- o 6.7.2 All distribution rights in and to the Finalist's submitted format, worldwide, shall vest in or be granted to all3media International. Whilst all3media international shall be entitled to exploit the Finalist's submitted format, subject to all3media International's standard distribution terms, fee and costs, the net revenue therefrom shall be retained by Finalist unless net receipts are to be shared with an affiliate production company of all3media International.
- o <u>6.7.3</u> If Finalist's format is the Winning Pitch (see paragraph 7) or if not, unless all3media International has elected, at its sole and absolute discretion, to invest certain development monies into the further development of the Finalist's format, then the Finalist and all3media International shall have good faith discussions regarding the further development of the Finalist's format, where all3media International's affiliate production companies shall be selected to develop the Finalist's format, where the Finalist is not a production company, or where all3media International makes it a condition that is attached to its investment into the Finalist's Pitch Entry.

Finalist may elect to be involved as a co-developer of such format together with all3media International's affiliate production company. All3media International shall consult Finalist on all creative and editorial matters relating to the Finalist's format, the proposed development thereof and credit the Finalist accordingly.

In the event of a dispute between all3media International and Finalist on any development proposal relating to a creative or editorial matter prior to the commencement of any development work or such other date set forth in the written agreement between the parties, Finalist may elect to withdraw Finalist's format from ATF Formats Pitch 2018 and if so withdrawn, Finalist shall have no further obligation to all3media International thereafter in respect of the Finalist's Format.

# 7. THE ATF FORMATS PITCH 2018 PRIZE

**7.1** Subject to all3media International's terms and conditions as notified in the further written agreement entered into with each finalist and appointing all3media International as worldwide distributor of the Winning Pitch, the prize consists of an opportunity to win five thousand Singapore dollars (\$\$5,000) at the event in cash for the winning Pitch Entry (the "Winning Pitch").

The Winning Pitch will be expected to use this money – and the further value prize to develop and enhance its idea, preparing it to be pitched to relevant broadcasters within six months from the event. In addition to the cash, post report will be tailor made for the winner to help develop their format making it ready to pitch to broadcasters. all3media International will produce a detailed report with tips for success after the event, including how shows can travel around the world and how to create a working format bible – an invaluable tool for any successful format.



In addition, the report will also include areas of expertise such as marketing, writing a pitch document, a global view of format sales opportunities from all3media International's format team, trailer and sizzle preparation, production budgeting, talent payments, PR and press, the global sales process – and editing.

**7.2** Applicants accept that any decisions and/or rulings made by the judging panel in respect of the Prize will be binding and final. If for any reason the ATF Formats Pitch 2018 is delayed or cancelled or cannot be completed as planned, the judging panel reserves the right to postpone, suspend or terminate the final round and the Prize.

### **8. ACCEPTING THE RULES**

- **8.1** The act of submitting a Pitch Entry implies that the applicant has accepted and agreed to be bound by the Rules.
- **8.2** Reed Exhibitions reserves the right to change, modify or amend the Rules at any time.
- **8.3** If for any reason the ATF Formats Pitch 2018 is interrupted, delayed or cancelled or cannot be completed as planned, Reed Exhibitions reserves the right to postpone, suspend or terminate the ATF Formats Pitch 2018.
- **8.4** If any provision of the Rules is declared invalid or unenforceable, all other provisions shall remain in effect.
- **8.5** If an applicant fails to comply with any term and condition contained in the Rules, the applicant's Pitch Entry may be disqualified by ruling of Reed Exhibitions.
- **8.6** Reed Exhibitions is exempt from any liability arising from the selection of Finalists and Winning Pitch, development, exploitation and distribution rights of the format.

### 9. GOVERNING LAW AND JURISDICTION

**9.1** The Rules shall be construed under and governed by Singapore law.

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