

MARINA BAY SANDS, SINGAPORE



ATF x EST N8 Horror Pitch 2024 Fear Cannot Be Contained

TERMS & CONDITIONS

RX (registered office located at 8 Changi Business Park Avenue 1 #07-51, ESR BizPark @ Changi South Tower Singapore 486018) is the official organiser of the Asia TV Forum & Market 2024 (ATF) tradeshow and the related ATF x EST N8 Horror Pitch 2024. The rules and regulations (the "Rules") for the ATF x EST N8 Horror Pitch 2024 are set forth hereinafter:

<u>1. AIMS</u>

1.1 The ATF x EST N8 Horror Pitch 2024 is a new premier Asian pitching competition for creators and producers of innovative concepts for new and original, scripted (horror) entertainment (feature only), taking place during ATF at the Marina Bay Sands, Singapore. This event is organised by RX during ATF 2024.

1.2 The aims of the ATF x EST N8 Horror Pitch 2024 are to encourage, promote and reward creativity, originality, and innovation.

2. APPLICATIONS

2.1 The ATF x EST N8 Horror Pitch 2024 is open to all creators and producers globally (under the banner of a company or otherwise) to present their new and original, scripted (horror) entertainment feature with a strong Asian representation.

2.2 The working language of the ATF x EST N8 Horror Pitch 2024 is English.

2.3 Applicants should be of a minimum age of 16 and above. Applicants travelling to Singapore for the live pitch if selected as a finalist, may need to meet the 18-year age requirement without a parent/guardian.

2.4 Applicants for the ATF x EST N8 Horror Pitch 2024 shall submit all required pitch materials to present their new format concepts. (Please go to www.asiatvforum.com for Submission Guidelines)



MARINA BAY SANDS, SINGAPORE

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 RX; 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 x EST N8 Horror Pitch 2024 (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 By submitting a Pitch Entry, applicants agree to be bound by the Rules and Regulations. Applicants agree that any failure to abide by any of the terms and conditions contained in the Rules and Regulations may result in the disqualification of the applicant's Pitch Entry. Applicants acknowledge that all rulings of RX and all decisions of the pre-selection committee and the jurors shall be binding and final.

2.7 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 RX's request, must be able to provide a copy of such written consent and agreement from the rights owner.

2.8 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 RX 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 RX.

2.9 Correct entry information is the responsibility of the applicant. RX is not liable for any incorrect listings that are the result of incorrect information provided by the applicant. Applicants warrant that all 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 RX.



MARINA BAY SANDS, SINGAPORE

2.10 RX 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 RX 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 allover the world to carry out commercial prospecting.
- Used on all distribution and promotional media in connection with the relevant event, including over the Internet.

2.11 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 x EST N8 Horror Pitch 2024, if the Pitch Entry is a new and original concept which has not been commissioned or broadcast across any platform, and for which all rights are still available worldwide.

3.2 RX reserves the right to disqualify a Pitch Entry if such eligibility requirements are not met.

4. REQUIRED ENTRY MATERIAL AND ENTRY DEADLINE

4.1 Please refer to www.asiatvforum.com for Deadlines & Submission Guide



MARINA BAY SANDS, SINGAPORE

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. The selected projects will also have to be well structured, tightly formatted; fitting in the following genres of scripted (horror) feature; have potential to travel.

Please refer to www.asiatvforum.com for Submission Processes.

6. THE FINAL ROUND OF THE ATF X EST N8 HORROR PITCH 2024

6.1 The final round of the ATF x EST N8 Horror Pitch 2024 is scheduled to take place onsite at the Marina Bay Sands, Singapore. Only Finalists will have the right to present and pitch their selected complete script 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 RX to use his/her name and likeness and if necessary, that of its representative(s) present during the ATF x EST N8 Horror Pitch 2024 public session.

6.3 All Finalists or their representative confirms their availability to pitch their project on stage during ATF 2024 (exact date/time TBC). All Finalists or their representative will be asked to attend a preparatory and technical rehearsal of the live pitch. This rehearsal is mandatory. Exact date and time for the rehearsal will be finalized at a later date. This will be during the same week of the LIVE Pitch. Final rehearsal schedule will be confirmed by RX to all Finalists at the announcement of the selection.

6.4 The Finalists will be responsible for their own 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 full scripts of those who have been selected and have accepted to participate in this final round of the ATF x EST N8 Horror Pitch 2024 will be made accessible to EST N8.



MARINA BAY SANDS, SINGAPORE

6.6 The finalists will get visibility during the onstage pitching in Singapore during ATF 2024; visibility via 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 2024 (Dec 3—6, 2024).

6.7 Each Finalist may enter into a further and separate written agreement with EST N8, if applicable, further develop the Finalist's projects and acquire the distribution and exploitation rights.

6.8 In the event of a dispute 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 his/her project from ATF x EST N8 Horror Pitch 2024 and if so withdrawn, Finalist shall have no further obligation thereafter in respect of the Finalist's project.

7. THE ATF X EST N8 HORROR PITCH 2024 PRIZE

7.1 Subject to terms and conditions, the prize consists of an opportunity to win a development & distribution package with EST N8.

7.2 The winning entry will comprise of typical Development Materials, such as a pitch treatment, a designed deck, potential casting/talent options, a potential trailer, outlines, or drafts etc. It will depend on what the project needs for pitching, as determined by EST N8 in consultation with the Winner. The Development Materials will be owned jointly by the Winner and EST N8, subject to EST N8's rights below.

7.3 After completion of the Development Materials package, EST N8 will have the right to continue to develop and/or pitch the Development Materials in consultation with the Winner (with EST N8's view as to creative/pitching decisions to prevail in the event of disagreement). If the title is commissioned, then EST N8 will have the right to negotiate the commission with financiers in consultation with the Winner. The Winner will have a role, fees, and revenue participation to be reasonably agreed between the parties*.

* Ideally, this will be determined before any commissioning occurs



MARINA BAY SANDS, SINGAPORE

7.4 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 x EST N8 Horror Pitch 2024 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 RX reserves the right to change, modify or amend the Rules at any time.

8.3 If for any reason the ATF x EST N8 Horror Pitch 2024 is interrupted, delayed, or cancelled or cannot be completed as planned, RX reserves the right to postpone, suspend or terminate the ATF x EST N8 Horror Pitch 2024.

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 RX.

8.6 RX is exempt from any liability arising from the selection of Finalists and Winning Pitch, development, exploitation, and distribution rights of the project.

9. GOVERNING LAW AND JURISDICTION

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

August 2024