

GENERAL SALES TERMS AND CONDITIONS FOR THE STANDS AT THE ANNECY INTERNATIONAL ANIMATION FILM MARKET (MIFA) 2024

ARTICLE 1 – General Information

The Anncy International Animation Film Market (hereinafter termed the "Mifa") held at the Impérial Palace and in the Charles Bosson park – l'Impérial Palace, allée de L'Impérial, 74000 Annecy, France – from 11th to 14th June 2024, from 8:30 am to 7:00 pm (hereinafter termed the "Site").

The Mifa is an event that is open to professionals, teachers and students in the film, television and multimedia sectors wishing to develop their networks, present their content to buyers and distributors, follow the industry's latest news and challenges (hereinafter termed the "Event").

The Mifa is organized by CITIA, a cultural-cooperation public establishment, hereinafter termed the "Organizer", whose headquarters are c/o Conservatoire d'art et d'histoire, 18 avenue du Trésum, 74000 Annecy, France, registered at Annecy TCR under the number 489 885 111.

"Exhibitor" means any person, physical or moral, conclusively admitted by the Organizer to run a stand to present their products and services, or hold meetings with clients and colleagues.

"Participant" means any person, physical or moral, accredited by the Organizer and having the right, as such, to participate at the Mifa. An Exhibitor has the same status as a Participant.

Any admission to the Mifa as an Exhibitor implies agreement to the current general terms and conditions as well as all the documents issued by the Organizer: quotes, Mifa 2024 catalogue of stand prices, location map and Mifa 2024 stand technical document.

ARTICLE 2 – Stand Reservation Request

The stand reservation request is made by e-mail to the Mifa team: frecliazambaux@citia.org

The Organizer subsequently sends an estimate by e-mail to the Exhibitor along with the current general terms and conditions, the site plan, and the Mifa 2024 stand technical document.

To validate the stand reservation request, the Exhibitor must return the estimate dated, signed and with the mention "confirmation of acceptance" to the Organizer by e-mail to the Mifa team: frecliazambaux@citia.org.

For the Exhibitor validation of the reservation request represents:

- a commitment to respecting the requirements as set out in the laws and regulations in force, the current general terms and conditions, as well as all documents issued, most notably the Mifa 2024 stand technical document;
- a firm and irrevocable commitment to paying the reservation price in full, and any additional costs, unless the Organizer refuses the requested reservation.

The Organizer examines the reservation requests and determines the admissions.

The Organizer reserves the right to reject, temporarily or permanently, any request for stand reservation that does not meet the requirements of these general terms and conditions, the documents issued by the Organizer, or in consideration of public order and/or the regulations in force.

The permanent or temporary grounds for rejection may notably include, the incomplete communication of required documents, the unsuitability of the applicant, their products and services with the purpose, spirit or image of the Event, the lack of payment requested by the Organizer, or any other legitimate reason, such as an existing litigation with the Organizer.

The Organizer sends an invoice by e-mail corresponding to the request that the Exhibitor commits to paying on reception.

The admission to exhibit and the stand allocation are considered definitive the day that the payment of the full amount of the Exhibitor's request is paid.

The right resulting from the acceptance to exhibit is personal and non-transferable. Acceptance to exhibit does not include any right of admission for any other Event organized by the Organizer.

ARTICLE 3 – Financial Conditions

3.1 Prices and Terms of Payment

Stands are available at the prices in force outlined in the Mifa 2024 stand catalogue from the Organizer online: <https://www.annecyfestival.com/the-mifa/reserve-a-space>. Prices vary according to the formula chosen.

Prices are expressed in Euros Vat not incl. and VAT incl. (the application of VAT is in compliance with the regulations). These prices are definitive and not subject to alteration during the period of validity as indicated on the Organizer's quote.

The sums must be paid on the due dates and in the following ways:

- a deposit amounting to 30% of the total sum of the request is required on reception of the

invoice, if placing the request before 31st March 2024;

- the balance payment of the request must be paid within 30 days from the invoice date.

From 1st April 2024, to be accepted by the Organizer, all requests must be accompanied by full payment on reception of the invoice addressed by the Organizer.

The following secured payment methods are accepted:

- Bank transfer to the following account specifying the purchase order number:
IBAN: FR76 1680 7000 8231 3105 3721 801 / BIC : CCBPFRPPGRE
- French bank check payable to CITIA, to be sent to this postal address: CITIA, c/o Conservatoire d'art et d'histoire, 18 avenue du Trésum, CS 50038, 74001 Annecy Cedex, France

For applicants using purchase orders, they must be sent by e-mail to the Mifa team at this address freciliazambaux@citia.org. On reception, the applicant will receive, by return e-mail, an invoice indicating the payment deadline.

The payments made by the Exhibitor shall only be considered final after encashment, by the Organizer, of the sums due.

The stands will be available to the Exhibitors only after the balance of the invoice has been paid.

3.2 Delay or Non-payment Penalties

In the event of late payment, the Exhibitor will be liable for late payment penalties at a rate equal to three times the legal interest rate of the VAT inclusive price indicated on the invoice, which will be set in motion the day after the due date on the invoice.

A lump sum recovery fee of 40 Euros will be charged by the Organizer in addition to late payment penalties (article D. 441-5 of the Commercial Code).

Furthermore, the Organizer reserves the right, in the event of non-respect of the conditions of payment, to freely dispose of the surface area concerned and prohibit the Exhibitor from occupying the reserved location without the latter being able to claim either reimbursement or compensation.

In the event of non-compliance of the conditions of payment, the defaulting Exhibitor will not be able to pick up any accreditation(s).

The sums paid or remaining due are acquired by the Organizer as compensation.

ARTICLE 4 – Cancellation Requests

Any cancellation request must be sent by e-mail to the Organizer to this address: freciliazambaux@citia.org.

a) Reimbursements linked to orders for stands will be carried out after the Event and will include the following charges:

- cancellation before 31st March 2024: a sum of 30% of the total reservation price will be acquired by the Organizer;
- cancellation before 30th April 2024: a sum of 50% of the total reservation price will be acquired by the Organizer.

After 30th April 2024, the Exhibitor remains liable for the entirety of the reservation price and the sums already paid remain acquired by the Organizer as compensation.

b) Refunds related to accreditation orders will be carried out after the Event and will incur the following fees.

Any request for cancellation will entail administrative costs up to 20% of the price VAT incl.

After 31st May 2024 and once the legal withdrawal 14-day period after the purchase date has passed, the Participant remains liable for the full price of his/her order and the sums already paid remain committed to the Organizer as compensation.

No request for cancellation and refund will be taken into account for accreditations purchased on-site.

c) Cancellation and associated reimbursement requests connected to stand orders and additional accreditations in the context of a health crisis will be accepted if documentary proof is provided showing that the company is not authorized to leave their country, to enter French territory, or if they are deprived of freedom of movement due to quarantine regulations, either in France or in their home country.

As soon as the documentary proof has been received and validated, reimbursements linked to a Service reservation will be carried out after the Event and will incur the following fees:

- full reimbursement of the order for any cancellation before 30th April 2024;
- in the event of cancellation after 30th April 2024: a sum amounting to 20% of the overall price of the reservation will be acquired by the Organizer to cover the costs incurred.

ARTICLE 5 – Access to the Event

According to the formula chosen, badges giving access rights to the Event are delivered by the Organizer to the Exhibitors.

The Event's access badges are personal and cannot, under any condition, be lent, transferred, or exchanged.

ARTICLE 6 – Site Placement and Allocation

Stand reservation can on no account guarantee a determined site placement.

The Organizer establishes the Event's layout and the allocation of the site placements, whilst making every effort to take into account the Exhibitors' wishes, the nature of the products and services that they are exhibiting, of the layout of the stand they envisage to set-up within the interests of the Event.

Participation in previous Events does not create any favor towards the Exhibitor for a chosen site placement.

Under no circumstances will the Organizer answer to the Exhibitor, any consequences that may arise due to the allocated site placement, such as a low rate of public passage, for example.

ARTICLE 7 – Set-up, Installation and Decorating the Stands

The Mifa 2024 stand technical document outlines the deadline given to the Exhibitor to furnish their space before the Event's public opening.

The Exhibitor agrees to:

- reading and complying with the Mifa 2024 stand technical document;
- to respect the security measures imposed by the regulations applicable during the setting-up and dismantling, and throughout the Event;
- to be present, or represented on the stand, during the visit from the services in charge of inspection and conformity to safety standards.

Exhibitors must leave the stands in the same condition they received them.

Exhibitors are responsible for supervising their equipment during set-up and dismantling of the stands, as well as during the Event's opening hours to the public.

During the Event's public closing time, a security guard is provided by the Organizer and access is prohibited to everyone.

The Exhibitor must complete the stand's set-up in compliance with the Organizer's fixed dates, which are noted in the Mifa 2024 stand technical document.

The Exhibitor can freely furnish and decorate their stand as long as the signs, emergency equipment, or the neighboring stands' visibility is not hindered and must respect the terms laid out in the Mifa 2024 stand technical document.

The Organizer reserves the right, at any moment, to remove equipment or the entire installation considered non-compliant at the Exhibitor's expense.

ARTICLE 8 – Occupation and Use of the Stands

It is prohibited for Exhibitors to yield, sublet, exchange, for free or for a fee, all or in part, of the site placement attributed by the Organizer.

The stand(s), which are not occupied, at 9:00 am 11th June 2024, will be allocated to another Exhibitor, the Exhibitor who should have been allocated the stand cannot claim reimbursement of the amount of their participation, or any other compensation.

The stand must be occupied by the Exhibitor, or their representative, and it must be permanently staffed during the Event's entire public opening hours.

The Exhibitor agrees to keep their stand clean throughout the Event, and not to store any packaging.

Any additional services not provided for in the Exhibitor's chosen formula will be subject to additional invoicing by the Organizer.

The Exhibitor agrees not to cause any inconvenience to other Exhibitors and not to interfere with the Event's organization.

The Exhibitor is responsible for the stand, made available by the Organizer, of their own equipment and services carried out on the stand.

Regarding this, the Exhibitor agrees to comply with the legal and regulatory requirements applicable to their sector of activity and to respect the work regulations regarding their staff that will be assigned to a mission related to the said stand (set-up, dismantling, decoration, animation, employees, service providers, etc.).

The Exhibitor agrees to perform the formalities required by participating in the Event, particularly concerning the work regulations as well as customs regulations for goods coming from abroad.

ARTICLE 9 – Dismantling, Damages and Restoration

The Mifa 2024 stand technical document outlines the deadline for Exhibitors to dismantle their stands.

Unless otherwise stated, the site placement and the equipment and materials made available to the Exhibitor by the Organizer are deemed to be in good usable condition.

As such, the Exhibitor must return the site placement, as well as any equipment and material provided by the Organizer, in perfect working order.

Any damage that has been caused to the stand and the equipment provided by the Organizer identified

during the inventory will be invoiced by the Organizer to the Exhibitor.

The evacuation of the stands, merchandise, articles and decoration, as well as residual waste materials used to decorate the stands, must be carried out by the Exhibitor within the time and schedule specified by the Organizer, in accordance with the laws, regulations and local practices with regard to waste. After this period, any costs incurred by the disrespect of these instructions and any damage caused by the Exhibitor will be charged to the latter.

ARTICLE 10 – Safety

The Exhibitor is required to take note of and respect all security measures imposed by the public authorities, the administration of the various Sites and the Organizer.

To this end, the Organizer will communicate all the information that he/she must strictly adhere to in the Mifa 2024 stand technical document.

Likewise, the Exhibitor is required to carefully respect the internal measures specific to the Events or any policy action specified by the Organizer or any competent authority.

Any infringement of these requirements will procure immediate dismantling of the stand at the offending Exhibitor's expense.

ARTICLE 11 – Transportation

Material and goods transportation costs including any relative costs, particularly customs import and export charges for the round trip are entirely at the Exhibitors' expense.

Equipment for Exhibitors based abroad is dealt with under a special scheme called "temporary admission". These Exhibitors must get in contact with, via their freight forwarders, a customs clearance agent for customs clearance formalities and reshipment.

ARTICLE 12 – Publicity

Any form of publicity other than the material made available to the Exhibitor on their stand by the Organizer is prohibited. On their stand the Exhibitor must only use the visuals conceived for their company's promotion and for their products or services, with respect to the regulations outlined in the Mifa 2024 stand technical document. The Organizer is within the rights to remove any visuals that do not respect these said regulations.

In addition, the distribution of media and promotional products such as flyers, brochures, prospectuses, catalogues, or objects of any kind, is strictly limited to inside the Event venue and its immediate surrounding area. An Exhibitor can only distribute such documents on their own stand. Distributing documents in shared spaces requires prior permission from the Organizer.

ARTICLE 13 – The Organizer's Material and Contents

The Organizer provides the Exhibitors with catalogues, a database of programs and a website dedicated to the Event.

The Organizer is the owner and editor of this media, publishes and distributes them, with the exception of content published by the Exhibitors on the online community of which they are the web host.

All texts, videos, images, insignia, data, applications or IT features published on the Organizer's material, with the exception of those submitted by the Exhibitor, are the property of the Organizer. For this reason, the Exhibitor may not, and must not, under any circumstances, reproduce, delete, distribute, concede, and/or exploit wholly or partially, in any way whatsoever, without prior written consent from the Organizer or rights holders, at the risk of being held liable.

The Exhibitor is solely responsible for information provided to the Organizer and destined to be published in the Organizer's media.

The Organizer defines the advertising spaces available on its media and has the right to control any advertising that is broadcast. This is in order to guarantee conformity to the regulations in force and protect the interests of the Event and/or Exhibitors. In particular, the Organizer can delete any references prone to attracting, directly or indirectly, any Exhibitor outside of the Event venue, to offending the public, presenting false or misleading information, promoting illicit activities, services or products, or corresponding controlled activities, as well as any illicit mentions or images. The Organizer can refuse publication of any contentious texts or advertising.

ARTICLE 14 – Insurance

An insurance policy against fire and water damage is arranged by the Organizer throughout the duration of the Event, excluding the exhibited material and furnishings.

Exhibitors are required to insure their material, furnishings and goods that they exhibit, and must, at their expense, take out insurance covering the risks that they and their staff are subject to, or to third parties, for the entire duration of the Event, set-up and dismantling included.

The Organizer is not liable for any damages that Exhibitors and their staff may be subject to and/or caused to third parties. The Organizer is not liable for any loss, theft or damage to materials and objects of any kind stored or used on the Exhibitors' stands.

The Exhibitor, by simple fact of their participation, declares to waive the right to any proceedings that he/she or their insurers would be entitled to exercise against the Organizer or other Exhibitors.

The Exhibitors are required to inform their insurers of the prior terms and to provide the Organizer with an insurance certificate before 15th May 2024.

ARTICLE 15 – Deferment or Cancellation of the Event by the Organizer

In the event of deferment or cancellation of the Event by the Organizer due to a force majeure, the Organizer shall promptly notify the Exhibitors.

The sums collected by the Organizer will be returned to the Exhibitors without the possibility of claiming any additional compensation.

A force majeure is deemed to be any new situation involving health, climate, the economy, politics or society, at a local, national or international level:

- not reasonably foreseeable at the time of communication of the Event to the Exhibitors;
- beyond the Organizer's control;
- and which, either makes the Event impossible to host, or entails the risk of disturbances or disorders likely to seriously affect the organization and smooth running of the Event, or the security of the property and persons.

ARTICLE 16 – Image Rights

The Exhibitors are informed that the Organizer may take photographs, films or videos of them and/or voice recordings in the context of documenting the Event.

By participating in the Event, the Exhibitors expressly authorize the Organizer to fix, reproduce and communicate their image, and/or their voice, to the public.

This authorization is granted to the Organizer free of charge for the entire world and without time limits, for communication purposes, on all known and unknown material to date, by any existing or future means and notably by any electronic communication networks (Internet).

The Exhibitor may withdraw their authorization at any moment by writing an e-mail to the Organizer at: dpo@citia.org or letter to this address: DPO, CITIA, c/o Conservatoire d'art et d'histoire, 18 avenue du Trésum, CS 50038, 74001 Annecy Cedex, France.

Exhibitors that wish to take pictures and/or audio recordings of Exhibitors during the Events must request prior authorization from the Organizer. The Exhibitors will make their personal case of the necessary authorizations and guarantee the Organizer of any appeal and/or claims of any third party on the basis of image rights.

ARTICLE 17 – Data Protection – Collection and Use of Data

The Exhibitors are informed that CITIA, as the Event Organizer and responsible for processing data as defined by the Data Protection and Liberties Act of 6th

January 1978, amended by the Act of 20th June 2018, collects, processes and stores personal data that concerns them to enable their participation at the Events.

The Exhibitors agree to provide the Organizer with the following personal data deemed indispensable for their registration, to their participation at the Events and to access the Sites: Civility, First Name, Last Name, Country of Residence, Mobile Number, E-mail Address, Photo, Profession, Dates Present.

The Exhibitors will be able to choose not to make their personal e-mail address public on the Connected Areas and not receive information from the Organizer and/or from its partners by ticking the appropriate boxes when logging on for the first time.

The personal data collected are strictly intended for the Organizer, their service-providers, their partners and to the Exhibitors for the sole purpose of achieving the intentions set out above.

The sub-contractors and service-providers are required to respect the confidentiality and security of the personal data and only use them in the context of carrying out their mission as sub-contractor and service-provider. The Organizer guarantees the Exhibitors that their personal data thus collected will not be disclosed to any unauthorized third parties without their prior consent. The Exhibitors' personal data are conserved by the Organizer for the necessary length of time to achieve the purposes for which they were collected, and in any event within a 3-year limit after the last contact.

In accordance with the legislation and the regulations in force, the Exhibitors benefit from a right of access and rectification, a right to refuse on legitimate grounds, a right to erase and limit personal data, and a right to define guidelines on the fate of personal data after their death.

They also benefit from a right to data recovery and portability in the cases provided for by law. To exercise their rights they are required to write to CITIA's Data Protection Officer (DPO) by e-mailing to: dpo@citia.org or by letter to this address: DPO, CITIA, c/o Conservatoire d'art et d'histoire, 18 avenue du Trésum, CS 50038, 74001 Annecy Cedex, France. They also have the right to lodge a complaint with the French Data Protection Authority (CNIL).

For more information concerning the management of their personal data and their rights, the Exhibitors are invited to consult the Personal Data Protection Policy on the Event website available at: <https://www.annecyfestival.com/home>

ARTICLE 18 – Non-compliance and Sanction

Any breach of the provisions of these current general terms and conditions or specifications in the Mifa 2024 stand technical document can result in the immediate (temporary or permanent) exclusion of the

Exhibitor, without accreditation refund or any other sum that the Exhibitor will have paid to the Organizer.

This is most prominently the case for non-compliance of running the stands, a lack of insurance, for non-compliance of security regulations, public order and the police.

In any event, once a breach committed by the Exhibitor has been confirmed, the Organizer will have the right to terminate the accreditation contract without summons or formalities, without prejudice to compensation that may be reclaimed by the offending Exhibitor.

ARTICLE 19 – Election of Jurisdiction and Applicable Law

By express agreement between the parties, the current terms and conditions and the resulting transactions are governed by French law.

In the event of difficulty concerning the interpretation of this present document, only the French version of these Regulations is authentic.

The Exhibitor refrains from seizing the courts before having, beforehand, implemented an amical appeal to the Organizer.

Any disputes to which the current general terms and conditions and resulting agreements could give rise, regarding validity, interpretation, execution, resolution, consequences and their aftermath, will be submitted to the competent courts of Annecy.