

# General Conditions of Sales 2020-2021 Advertising space, stands and privatized spaces

Series Mania Forum - professional event

### PREAMBLE

Series Mania Forum is organized by the Association ruled by the 1901 French law Festival International des Séries Lille / Hauts-de-France, hereinafter named "the Organizer" and "the Event" for Series Mania Forum, from June 1 to 3, 2021. Series Mania Forum is an event composed of conferences and presentations of TV series projects in development intended for audiovisual professionals.

Registered office: 17, place Pierre Mendès-France 59800 Lille

Legal representative: Laurence Herszberg

APE code: 9499Z

SIRET: 83339304400015

VAT: FR 70 833 393 044

Professional liability insurance: La Mutuelle Assurance des Instituteurs de France (MAIF) - 200 Boulevard Salvador Allende - 79038 NIORT

By "Customer", we mean any person, natural or legal who has purchased advertising space, stands or privatized spaces in the context of the Event.

ARTICLE 1 - PURPOSE AND ACCEPTANCE OF THESE GENERAL CONDITIONS

These general conditions of sales exclusively govern the sale of advertising

space, stands and privatized spaces as part of Series Mania Forum.

Consequently, these general conditions of sales concern only the acts of sale to persons contracting as professionals, regarding the exercise of their profession, inside the professional part of the festival and in no case the sessions and other festival activities, which are mostly free.

The Customer, after having read these general conditions, accepts them without any reservation when signing the quote.

#### ARTICLE 2 - FINANCIAL CONDITIONS

## 2.1 – Price and payment terms

The selling price of advertising space, stands and privatized spaces is determined beforehand by a quote according to the prices applied in the catalog. The prices vary according to the chosen option.

The prices are expressed in euros excluding taxes and including taxes (with application of VAT in accordance with regulations). They are firm and not subject to revision during their period of validity from the acceptance of the quote.

The payments of the sums due should be made no later than 30 days from the invoice date. If the reservation and validation occur less than 30 days before the start of Series Mania Forum,

payments must be made by the Customer no later than May 31, 2021 for products bought for the digital platform, and no later than May 25, 2021 for products bought for the Event.

The Organizer reserves the right not to allocate the advertising space to the Customer in the event of non-compliance with the payment conditions without, however, releasing him/her from the payment of the full amount due.

## 2.2 – Late payment or non-payment

In case of late payment, the Customer will be automatically liable for late payment penalties corresponding to the key rate of the ECB (European Central Bank) increased by 10 points, applicable to the amount including VAT of the price appearing on the invoice.

A compensation for recovery costs of 40 euros will be required by the Organizer in addition to the delay penalties (article D.441-5 of the French Commercial Code).

## ARTICLE 3 – CANCELLATION REQUESTS FROM THE PART OF THE CUSTOMER

Any cancellation request must be sent to the Organizer by email at advertising@seriesmania.com.

- In case of cancellation before April 8, 2021: an amount corresponding to 30% of the total price of the reservation will be acquired by the Organizer.
- In case of cancellation before April 30, 2021: an amount corresponding to 50% of the total price of the reservation will be acquired by the Organizer.

After May 1, 2021, the Customer remains liable for the full price of his/her reservation and the amount already paid remain to the Organizer as a compensation.

Refunds related to the order of advertising space, stands and privatized spaces will be made after the Event.

# ARTICLE 4 – CANCELLATION REQUESTS FROM THE PART OF THE CUSTOMER DUE TO CASES OF FORCE MAJEURE

In case of cancellation due to cases of force majeure (pandemic in one's country, restrictive police measures, flight prohibitions, etc.) the Organizer commits to entirely reimbursing the Customer, so long as the production has not generated costs for the Organizer. The Customer's written consent will be requested before production is launched. In case of cancellation after the launch of production, the Customer will be liable for the entire sum of direct production costs. The Organizer reserves the right to ask for official documents to justify the cancellation request.

After May 26, 2021: the Customer remains liable for the entire price of his reservation and the amount already paid remains to the Organizer as a compensation.

# ARTICLE 5 – ALLOCATION AND DISTRIBUTION OF STANDS AND SPACES

The reservation of a stand cannot in any case guarantee a specific location.

The distribution of stands is carried out by the Organizer making the best efforts to consider the wishes expressed by the Customer while respecting the interests of the Event. Participation in previous Events is not likely to create a right to a specific location for the Customer.

# ARTICLE 6 – OCCUPANCY AND USE OF STANDS AND SPACES

The Customer is prohibited from assigning, subletting, exchanging free of charge or for a fee, all or part of the space allocated by the Organizer.

Any additional service not provided for in the package initially chosen by the Customer will be subject to additional invoicing by the Organizer.

The Customer commits to not interfere with the organization of the Event in any kind.

The Customer is responsible for the stand or the private space made available by the Organizer, its equipment and the services provided there.

The Customer, in this context, commits to comply with the legal and regulatory requirements applicable to his/her sector of activity and to comply with the labor regulations with regard to his/her staff who will be assigned to a mission in connection with the stand or the space available.

#### ARTICLE 7 - ADVERTISING

The Organizer reserves the right to refuse any advertising creation:

- That would be considered contrary to good behavior, good presentation or its editorial line.
- Whose provenance seems doubtful or which would be contrary to the rules of the profession.

 Which would be likely to undermine public order, good morals or to hurt the moral, religious, cultural or political convictions of the attendees.

The distribution of promotional materials and products such as flyers, brochures, prospectuses, catalogs or objects of any kind is strictly limited within the confines of the Event and its immediate surroundings. A Customer may only distribute such documents within the confines of his/her stand. The distribution of documents in shared spaces requires the prior authorization of the Organizer.

ARTICLE 8 - POSTPONEMENT OR CANCELLATION OF SERIES MANIA FORUM FROM THE PART OF THE ORGANIZER

In the event of definitive cancellation of Series Mania Forum due to a case of force majeure, the Organizer will immediately notify the Customer.

The amount received by the Organizer will be returned to the Customer, minus the costs incurred by the Organizer on the date of the cancellation of the Event.

### ARTICLE 9 - LANGUAGE

The language of the contract is French. In case of any contract's translation, only the French version will prevail.

The Customer states that he/she has fully understood the extent and content of the contractual relationship and is fully informed.

### ARTICLE 10 - APPLICABLE LAW - DISPUTES

Sales of advertising spaces, stands and private spaces are subject to French law.

In case of dispute, French courts will have exclusive jurisdiction.