

## **GENERAL TERMS OF SERVICE IP ADAPTATION BOOTCAMP**

### **SERVICE PROVIDER IDENTIFICATION**

Service Provider Name: Association du Festival International des Séries de Lille/Hauts-de-France  
Non-profit organization under French Law of 1901  
Head Office Address: 17 Place Mendès France, 59800 Lille, France  
Phone: +33 3.59.59.07.20  
SIRET: 83339304400015  
Email: [smi@seriesmania.com](mailto:smi@seriesmania.com)

### **ARTICLE 1 – PURPOSE AND ACCEPTANCE OF THESE GENERAL TERMS**

These General Terms aim to govern the relationship between the Association du Festival International des Séries de Lille/Hauts-de-France (hereinafter referred to as SERIES MANIA INSTITUTE), and the APPLICANT and PARTICIPANT, a professional willing to take part in the IP ADAPTATION BOOTCAMP, hereinafter referred to as the PARTICIPANT.

Prior to registering, the APPLICANT acknowledges having received sufficient information about the IP ADAPTATION BOOTCAMP to ensure it suits their needs.

These General Terms of Service take precedence over any other document issued by the APPLICANT or PARTICIPANT, including their general terms of purchase, which they expressly waive.

These General Terms, along with the training agreement (a separate document signed by the PARTICIPANT), are inseparable and together constitute the contractual framework governing the relationship between the PARTICIPANT and SERIES MANIA INSTITUTE.

### **ARTICLE 2 – PRESENTATION OF THE TRAINING**

#### **2.1 – GENERAL INFORMATION**

The IP ADAPTATION BOOTCAMP (hereinafter the TRAINING) is a non-degree, Qualiopi-certified program.

At the end of the TRAINING, a certificate of completion will be issued to each PARTICIPANT who has attended.

#### **2.2 – TRAINING DESCRIPTION**

**2.2.1** IP ADAPTATION BOOTCAMP is a 3-day program, that gives the opportunity to understand the opportunities that IPs offer in the audiovisual market, to strengthen legal and transactional knowledge for the acquisition or sale of an IP and become familiar with the key steps of acquiring, adapting, creating, and selling an IP.

**2.2.2** This program is intended for Producers, Agents, Development executives, Business Affairs and Sales Executives.

Each session includes between 6 and 24 participants.

No specific requirements in terms of knowledge. No specific project is required. Participants must have a sufficient level of professional English.

Training objectives, teaching methods, content, dates and times, evaluation methods, and SERIES MANIA INSTITUTE's contact details are detailed on the website: <https://seriesmania.com/institute>.

The program takes place entirely online, on Zoom.

## **2.3 – TRAINING LANGUAGES**

The TRAINING is conducted in English. All educational materials are in English.

## **ARTICLE 3 – TRAINING COST**

The training fee per PARTICIPANT is €1,260 (including VAT).

PARTICIPANTS may seek funding from relevant funding organizations.

SERIES MANIA INSTITUTE may award a limited number of partial scholarships of up to €400 per person, to PARTICIPANTS from European low-capacity countries<sup>1</sup>, subject to the allocated financial envelop. These scholarships are not guaranteed and are allocated on a first-come, first-served basis.

## **ARTICLE 4 – PARTICIPATION IN THE TRAINING**

### **4.1 – ACCESSIBILITY POLICY**

SERIES MANIA INSTITUTE is committed to inclusivity by promoting accessibility for individuals with disabilities.

APPLICANTS are encouraged to contact SERIES MANIA INSTITUTE to inquire about accessible training venues and any adapted educational methods already in place or that could be implemented within the IP ADAPTATION BOOTCAMP framework.

### **4.2 – APPLICATION**

The APPLICANT must submit their application by the deadline indicated on the website <https://seriesmania.com/institute>.

To do so, the following eligibility conditions must be met:

- Comply with the requirements in Article 2.2.2;

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<sup>1</sup> European low-capacity countries : Albania, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Estonia, Georgia, Greece, Hungary, Iceland, Lichtenstein, Luxembourg, Latvia, Lithuania, Malta, Montenegro, North Macedonia, Poland, Portugal, Republic of Serbia, Romania, Slovakia, Slovenia and Ukraine.



- Complete the online application form on the dedicated page of the website. Submissions via email, post, or any other method will not be accepted;

Following the submission of the registration form, each applicant will be contacted by Series Mania Institute within the following 7 days, in order to validate their participation.

APPLICANTS will also be informed of any scholarship awarded and will receive the training agreement and the internal regulations. To confirm their participation, they must return the signed documents by the deadline specified in the email.

#### **4.3 – FINAL REGISTRATION**

The PARTICIPANT agrees to sign the training agreement within the deadline specified in the selection email, failing which they will be considered to have forfeited their place, which may be reassigned.

The agreement will be signed via the Docusign platform. Both the PARTICIPANT and SERIES MANIA INSTITUTE acknowledge that the electronic version of the agreement and internal regulations is the original document and legally binding, serving as written proof under Article 1367 of the French Civil Code.

Once signed, the PARTICIPANT's place in the TRAINING is reserved until the tuition fee is received within the specified deadline.

#### **ARTICLE 5 – COMPLIANCE WITH INTERNAL REGULATIONS**

SERIES MANIA INSTITUTE has established internal regulations for PARTICIPANTS outlining the main provisions concerning health, safety, and conduct within the establishment.

The PARTICIPANT agrees to comply with the internal regulations, which they must read prior to applying and which can be accessed [via the provided link](#).

The internal regulations will also be re-sent by email alongside the signed training agreement.

The internal regulations set out potential sanctions for misconduct by the PARTICIPANT, whether or not such behavior immediately impacts their participation in or the continuity of the TRAINING.

Any final exclusion from the TRAINING in accordance with the internal regulations will result in the automatic termination of the training contract, without the need for further formalities. The full TRAINING fee remains payable immediately to SERIES MANIA INSTITUTE.

#### **ARTICLE 6 / OTHER OBLIGATIONS OF THE PARTICIPANT**

##### **6.1 / PAYMENT**

##### **6.1.1 / Training not funded**

After validation of the registration by Series Mania Institute, the payment will be due, within 15 days after validation has been confirmed, by bank transfer to the account of SERIES MANIA according to the bank details transmitted for this purpose, in accordance with the payment instructions sent along with the contract and the invoice. A payment plan may be arranged upon request; however, the full tuition

fee must be paid and received by the deadline specified, which will be set prior to the start of the program.

This registration can be revoked at any time without justification, as long as the enrolment is not definitive.

#### **6.1.2 / Payment by a funding body (funded training)**

If the payment is made by a “Skills Operator” (OPCO) or another third-party organization, it is the PARTICIPANT’s responsibility to request financial coverage before the start of the TRAINING from the relevant body and to submit the funding agreement to SERIES MANIA INSTITUTE.

The TRAINING will be invoiced to the funding party at the end of the TRAINING. In the case of partial coverage, the difference will be invoiced directly to the PARTICIPANT. If SERIES MANIA INSTITUTE has not received confirmation of funding by the first day of the training, the full cost will be invoiced to the PARTICIPANT, who agrees to pay it.

In case of non-payment by the funder, for any reason, the PARTICIPANT shall be liable for the invoice and undertakes to pay it.

**6.1.3 /** Invoices are payable in euros via bank transfer to the account indicated on the invoices. Late payments will incur penalties equal to three times the legal interest rate.

### **6.2 / EVALUATIONS**

#### **6.2.1 / Participant Evaluation**

PARTICIPANTS agree to complete all assessments (quizzes, practical exercises, group and individual evaluations, etc.) during the TRAINING, including the final project presentation to a panel of professionals. Otherwise, the certificate of completion will not be issued, without prejudice to disciplinary sanctions as provided by the internal regulations.

#### **6.2.2 / Training Evaluation by Participants**

PARTICIPANTS agree to complete and return all training evaluation documents to SERIES MANIA INSTITUTE within the requested timeframe.

### **6.3 / ONLINE TRAINING**

Applicants must ensure before registering that they have a computer and an internet connection (at their own expense) that is sufficient and of good quality. SERIES MANIA INSTITUTE cannot be held responsible if a PARTICIPANT is unable to access the TRAINING or experiences a poor connection.

### **6.4 / CONFIDENTIALITY**

The TRAINING is designed to promote confidential long-term exchanges between PARTICIPANTS about their projects, both among themselves and with instructors.

Each PARTICIPANT agrees to maintain strict confidentiality, without time limitation, regarding any information they acquire about other PARTICIPANTS' projects during the course.



## **ARTICLE 7 / OBLIGATIONS OF SERIES MANIA INSTITUTE**

SERIES MANIA INSTITUTE undertakes to organize the TRAINING with all due care and skill, under a best-effort obligation.

## **ARTICLE 8 / MODIFICATION – SUSPENSION – POSTPONEMENT**

SERIES MANIA INSTITUTE reserves the right to modify the content of the TRAINING as described on its website, in particular based on current events, instructor availability, or group dynamics. It will ensure that the overall quality remains equivalent to the original description.

In case of an instructor's absence, SERIES MANIA INSTITUTE will inform PARTICIPANTS as soon as possible and may propose rescheduling (in-person or online) or a content modification.

SERIES MANIA INSTITUTE reserves the right to change the TRAINING dates. If the TRAINING session is rescheduled, the PARTICIPANT may cancel their participation and will be reimbursed for any fees paid, pro rata to the portion of training already attended.

SERIES MANIA INSTITUTE will endeavor to hold the TRAINING in-person when scheduled as such but may choose to conduct it online in situations—even if not constituting force majeure—that may affect the availability of PARTICIPANTS or instructors, which the PARTICIPANT expressly accepts.

No modification or postponement of the TRAINING by SERIES MANIA INSTITUTE, for any reason, shall give rise to any compensation for PARTICIPANTS.

The PARTICIPANT has no right to interrupt, suspend, or postpone the TRAINING.

## **ARTICLE 9 / CANCELLATION BY THE PARTICIPANT**

**9.1 /** The PARTICIPANT may cancel their participation without fees or penalties by exercising their right of withdrawal within ten (10) days from the signing of the training agreement via DocuSign. They must notify SERIES MANIA INSTITUTE of their decision to withdraw within this timeframe by registered letter with acknowledgment of receipt.

**9.2 /** After the withdrawal period, any PARTICIPANT—funded or not—who notifies SERIES MANIA INSTITUTE of their withdrawal:

- At least thirty (30) days before the TRAINING start date will be reimbursed for any amount already paid,
- Between 7 and 29 days before the start date will owe SERIES MANIA INSTITUTE 70% of the training cost, minus any amount already paid,
- Fewer than 7 days before the start date will owe 100% of the training cost, minus any amount already paid.

**9.3 /** In case of force majeure duly recognized, preventing the PARTICIPANT from attending the TRAINING, the contract may be terminated. In such cases, only the services actually delivered will be payable, proportionally to their value.

## **ARTICLE 10 / CANCELLATION BY SERIES MANIA INSTITUTE**



#### **10.1 / Insufficient number of participants**

If the number of PARTICIPANTS does not meet the required minimum (6) before the scheduled start date, SERIES MANIA INSTITUTE may choose to reschedule or cancel the TRAINING.

PARTICIPANTS who have already paid a deposit and/or training fees will be reimbursed within thirty (30) days following notification of the cancellation or rescheduling. If the PARTICIPANT accepts the reschedule, they may request SERIES MANIA INSTITUTE to retain the amount already paid to be applied toward the rescheduled TRAINING.

**10.2 /** SERIES MANIA INSTITUTE reserves the right to cancel the TRAINING. In this case, PARTICIPANTS will be reimbursed for any amount paid, pro rata to the portion of training already attended. This cancellation will not give rise to any compensation.

#### **ARTICLE 11 / TERMINATION CLAUSE**

The contract may be terminated if either party fails to meet its obligations, specifically:

- By the PARTICIPANT, regarding obligations under Articles 6.1/, 6.2/, 13/, and 15/ of these general terms;
- By SERIES MANIA INSTITUTE, regarding obligations under Article 7 of these general conditions.

Termination will take effect 15 days after a formal notice is sent via email with acknowledgment of receipt and/or delivered by hand, inviting the defaulting party to remedy the breach. If the breach is not fully corrected within this period, the contract will be terminated. If the PARTICIPANT is at fault, the full training cost remains due and must be paid immediately and in full to SERIES MANIA INSTITUTE.

#### **ARTICLE 12 / CHANGE OF CONTACT INFORMATION**

Each PARTICIPANT agrees to promptly inform SERIES MANIA INSTITUTE of any change in contact information that could affect the execution of the contract, including changes in address, email, or phone number.

#### **ARTICLE 13 / INSURANCE – LIABILITY**

**13.1 /** The PARTICIPANT declares and guarantees that they are covered by civil liability insurance.

They agree to maintain this insurance throughout the duration of the TRAINING and to present a valid insurance certificate upon request from SERIES MANIA INSTITUTE.

**13.2 /** PARTICIPANTS are responsible for their personal belongings during training sessions. SERIES MANIA INSTITUTE is not responsible for safeguarding PARTICIPANTS' personal items and cannot be held liable for any loss, theft, or damage.

**13.3 /** PARTICIPANTS are responsible for any equipment provided by SERIES MANIA and must return it in the same condition.

#### **ARTICLE 14 / LIABILITY**

SERIES MANIA INSTITUTE shall not be liable for any mismatch between the TRAINING and the PARTICIPANT's specific needs.



SERIES MANIA INSTITUTE is bound by a best-effort obligation in organizing and delivering the TRAINING and will make every reasonable effort to ensure reliable service in online formats.

SERIES MANIA INSTITUTE's liability may only be incurred if a causal link is established between the alleged harm and its own proven fault.

Under no circumstances shall SERIES MANIA INSTITUTE be held liable for indirect damages, such as loss of data, files, business interruption, commercial harm, loss of earnings, or harm to reputation.

In any case, the PARTICIPANT agrees that, regardless of the grounds or procedure of the claim, SERIES MANIA INSTITUTE's liability will be limited to the total amount actually paid by the PARTICIPANT.

## **ARTICLE 15 / INTELLECTUAL PROPERTY**

**15.1 /** SERIES MANIA INSTITUTE holds all intellectual property rights to the TRAINING program, including its structure and content.

**15.2 /** The PARTICIPANT is granted a personal, non-transferable, non-exclusive right to use the training materials available on the learning platform, solely for the duration and purpose of the TRAINING.

Any other use is strictly prohibited. In particular, reproduction, adaptation, modification, translation, display, and, more broadly, any unauthorized exploitation of training materials by the PARTICIPANT is prohibited and may result in legal action. The PARTICIPANT is specifically prohibited from distributing any training materials provided during the TRAINING.

## **ARTICLE 16 / IMAGE RIGHTS**

**16.1 /** The PARTICIPANT is informed and agrees that photos and videos may be taken during training sessions.

They grant SERIES MANIA INSTITUTE free permission, which the latter accepts, or to any person designated by SERIES MANIA INSTITUTE, to record their image and voice during the TRAINING sessions and to reproduce such recordings on digital and print media and distribute them on the internet, including on SERIES MANIA INSTITUTE's website, the Series Mania+ platform, all existing (Facebook, Twitter, LinkedIn, Instagram) or future social media, and in promotional brochures, activity reports, all for the purpose of promoting SERIES MANIA INSTITUTE or its training programs.

They also authorize SERIES MANIA INSTITUTE, under the same conditions, or any third party authorized by SERIES MANIA INSTITUTE, to mention their first and last names when using their image and/or voice. This authorization is granted and accepted for a duration of five (5) years and for worldwide use.

**16.2 /** SERIES MANIA INSTITUTE may assign all or part of the authorizations granted to any third party of its choice.

**16.3 /** The end of the contract, regardless of the timing, cause, legal nature (nullity, termination, cancellation, etc.), or merits, shall not affect the authorizations thus granted and accepted, which shall remain valid for the remaining period.

## **ARTICLE 17 / DATA PROTECTION**

**17.1** / The Association du Festival International des Séries de Lille/Hauts-de-France is the data controller for the personal data processing implemented within the framework of the TRAINING. Its representative is Ms. Anne Bouverot, President. For any questions, SERIES MANIA INSTITUTE may be contacted as follows:

- by email: [smi@seriesmania.com](mailto:smi@seriesmania.com)
- by phone: +33 3.59.59.07.20
- by mail: 17 Place Mendès France, 59800 Lille, FRANCE

This data is processed to allow the Association to select participants and to deliver the training service. As a training organization, it is legally subject to administrative and tax audits as well as quality system audits. Therefore, personal data is also processed to demonstrate the reality and quality of the services provided to relevant authorities. No automated decision-making is involved.

Data may be collected through forms that distinguish between required and optional fields. Required fields are marked with an asterisk (\*). Failure to complete these mandatory fields will result in the request not being processed.

**17.2** / The legal bases for the data processing are as follows:

• **Contract:**

At the time of application (via the form available on <https://seriesmania.com/institute/>) and when concluding the training agreement, the Association collects personal data necessary for processing applications and scholarship requests, for executing or preparing the contract (enrollment, eligibility checks, analysis of applications, sending confirmations and training documents such as contracts, programs, internal regulations), managing the TRAINING (creating balanced working groups, signing collaboration agreements, contacting and informing participants, creating attendance sheets and certificates, managing in-person and online attendance, organizing meals), using participants' online accounts, applying disciplinary actions, terminating the contract, managing invoice collection or refunds, and executing the image rights agreement.

• **Legal obligation:**

Certain data is collected to enable the data controller to:

- comply with its legal obligations as a training provider under the French Labor Code,
- meet accounting and tax obligations,
- provide documentation to funding bodies and skills operators,
- undergo audits by certification bodies. SERIES MANIA INSTITUTE, which receives public training funds, must comply with the Qualiopi standard and undergo audits accordingly.

• **Legitimate interest of the Association:**

Some data is collected because it serves the legitimate interests of SERIES MANIA INSTITUTE, such as:

- showcasing the TRAINING on its website,
- developing an alumni network,
- generating statistics: some data may be stored in anonymized form for statistical purposes.

• **Consent:**





- With the data subject's consent, SERIES MANIA INSTITUTE may collect health data regarding a candidate's or participant's illness or disability, to accommodate access to the TRAINING venues or adapt the educational methods used in the program.
- With consent, a participant's email address may also be used to send information about the Association and its activities (Festival, Forum, Series Mania Institute) via newsletters.

**17.3 /** The recipients of this data include:

- the SERIES MANIA INSTITUTE team managing the TRAINING,
- subcontractors involved in delivering training services or SERIES MANIA INSTITUTE partners,
- funding bodies, including Skills Operators (OPCO),
- certification bodies,
- employers if they are financing the TRAINING,
- subcontractors providing hosting services.

**ARTICLE 18 / NOTIFICATIONS**

Unless otherwise stipulated in this contract, all notifications made in connection with or under this agreement may be made in writing by any means, including email.

**ARTICLE 19 / LANGUAGE**

This contract is written originally in French. In case of translation, only the French version shall prevail.

The CANDIDATE/PARTICIPANT declares that they fully understand the scope and meaning of the contractual relationship and enter it with full knowledge of the facts.

**ARTICLE 20 / WAIVER – SEVERABILITY**

**20.1 /** The fact that SERIES MANIA INSTITUTE does not enforce any provision of these general terms at a given time shall not be construed as a waiver of its right to enforce it later.

**20.2 /** If one or more provisions of these general terms are deemed invalid or declared as such pursuant to a law, regulation, or final court decision, the remaining provisions shall remain in full force and effect.

The PARTIES agree to replace any invalid or unenforceable clause with a new clause that most closely reflects the intent of the original clause.

**ARTICLE 21 / GOVERNING LAW – DISPUTES**

**21.1 /** The relationship between the PARTIES is governed by French law.

**21.2 /** In the event of a dispute, only French courts shall have jurisdiction.