



GENERAL PARTICIPATION TERMS 2010

DOC SERVICES Sarl, ("the Organiser"), which has its head office at 16 rue de l'Aimable Nanette- 17 000 La Rochelle-France, the email address of which is contact@sunnysideofthedoc.com, registered at La Rochelle Trade Register under number 378 150 387, with inside community VAT identification number FR89 372 150 387 000 74 the legal representative of which is Mr Yves Jeanneau, organises, each year, the International Documentary Market in La Rochelle, under the name SUNNY SIDE OF THE DOC. This market is opened to producers, distributors, publishers, broadcasters, buyers, "commissioning editors", directors, authors and journalists, and more generally to all institutions, associations and professional organisations, (hereafter the "Participants"), whose activity or purpose is to seek partnerships, the promotion and commercialisation of documentary films, products or projects, in all formats or all supports (hereafter the "Programmes").

ARTICLE 1 – SERVICES OF THE MARKET

1-1 The Market can be accessed based on the following formulae:

- Visitors formula:

Access during the four days or for a one-day admission in the exhibition areas or for certain SUNNY SIDE OF THE DOC events, excepting those reserved to the buyers and to the media and some events subject to specific participation conditions and evening events on invitation only. A Participants' guide will be handed out to all the participants. The "Visitor" accreditations are personal and are not transferable.

- Formulae for Exhibitors (subject to availability):

. Umbrellas: collective spaces for regional, European, national or Union umbrellas (European Spot).

. Stands: 6 m² (65 sqft) modules individual spaces.

1-2 The Exhibitors Formulae include, in addition to the spaces described here above, the following services:

Services included: personal accreditations based on a number defined in the Registration Dossier, registration of Programmes produced and completed between July 1st 2009 and June 2010, sorted by thematic, in the catalogue of Programmes and Projects in Development, access to the forums, debates and public screenings.

Optional services: additional accreditations (limited number), registration of additional Programmes at the Video Library without limitations as to the number, registration of "projects in development » and « commissioned projects », publicity spaces, organisation and promotion of private screenings, meeting room rentals (subject to availability) and organisation of cocktails.

1-3 Details on the Exhibitors Formulae are given in the Participation contract.

ARTICLE 2 - REGISTRATION – PAYMENTS

2-1 Participation Contract: the registration to the Market is done by filling in the form entitled "Participation Contract", in French or in English. The Participation Contract, duly filled in and signed (in case of postal delivery) or approved on line, following the terms described hereunder, must be accompanied with the payment, and sent by the Participant by post or by mail. This will bind the Participant as to the due respect of the present Participation terms.

2-2 Registration of Programmes, "Projects in development" and "Commissioned Projects": the registration forms must be filled in on line. The Organiser sends a personal and non transferable access code to the Participant, upon reception of the completed, signed or validated Contract accompanied with the payment. The access code, on condition that it is entered by the buyer, provides access to the website and guarantees the confidentiality of the data transferred after the code is entered. The Participant is entirely responsible over his or her access code, its conservation, and will take all necessary measures to ensure that it remains confidential. All website registrations will be reputed as having been made by the Participant and the Organiser will not be held responsible for all acts, consultations or transactions carried out by any third party to the Participant. In case of loss, theft or accidental communication of the code to a third party, the Participant must immediately inform the Organiser, who will immediately deny access to the website by the concerned access code and attribute a new code.

2-3 Payment terms: the payment terms and conditions are detailed in the Participation Contract. All cancellations by exhibitors received less than 1 month prior to the opening will lead to the payability of the totality of the contract amount, all cancellations by visitors received less than 21 days prior to the opening will be refunded only 50 % of the total price. Regarding the tariffs, they are all given all taxes included in the participation contract, since all the services provided in France are subject to a 19.6% sales tax (VAT) and since all companies, whatever their nationality may be, owes this tax, subject to eventual reimbursements under certain conditions and by French fiscal administration.



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ARTICLE 3 - ACCESS TO THE MARKET

3-1 All accredited Participants, Exhibitor or Visitor, must obligatorily wear a badge with a recent ID photo. This personal and non transferable badge, will be required to access all the SUNNY SIDE OF THE DOC spaces, including the restaurant areas.

3-2 The replacement of lost or stolen badges will entail the payment of a sum of 299 Euros VAT incl.

3-3 When collecting the access badges at the SUNNY SIDE OF THE DOC reception desk, the Organiser reserves the right to ask the Participant to display proof of his or her belonging to the contracting company.

3-4 No access badges to SUNNY SIDE OF THE DOC can be delivered if the contracting company's participation fee has not been entirely paid.

ARTICLE 4 – Entitlements and obligations of the ORGANISER

4-1 The Organiser is committed to ensuring, at the dates indicated in the contract, the proper holding of the Market. However, the dates can be modified by the Organiser, without the Participant being able to oppose this decision or claim any compensation, if this was in the interest of the Market that such a modification should take place given its international scope, up to the Organiser to inform the Participant in writing one month before its opening, to the latest. In the event it was not possible to dispose of the venue chosen for the holding of the Market in Marseille, notably due to a case of absolute necessity, the Organiser, after having informed the Participant and without the terms of his or her participation commitment being modified, notably as far as the amount to be paid is concerned, will have the possibility to organise the event in another city, or another country, if needed, that can welcome such an international Market, with reserves that it can dispose of a venue of the same standing and of comparable accommodation conditions. Otherwise, the Organiser has the possibility to cancel the Market after having informed the Participant and, in this case, the participation commitment of the latter will be also cancelled in full right without compensation for the Participant. Only the amounts remaining from the participation payments, after coverage of all expenses incurred by the Organiser, will be distributed between the Participants in proportion to the sums paid by them without it being possible for them, based on this express agreement, to file any claim, for any given reason, against the Organiser.

4-2 The positioning of the spaces made available to the Participants will be determined by the Organiser, according to the venue's general layout, to the number and activities of the Participants and the booking in advance of a space will not provide any guaranty as to the location of the place finally granted.

4-3 The screenings will take place in the rooms provided to this effect at the date and time determined by the Organiser according to availability. The Organiser reserves the right to ban the screening of Programmes, in the Video Library or on the Internal Video Network, the content of which would be considered as a gross indecency, as an incitement to violence or racial and religious discrimination.

ARTICLE 5 – ENTITLEMENTS AND OBLIGATIONS OF THE PARTICIPANT

5-1 The Participant is expected to scrupulously respect all the Market's internal rules, all safety or police measures prescribed not only by the Organiser but also by any competent authority. All advertisements screened or distributed on the premises of the Market other than those using the supports provided by the Organisers are prohibited.

5-2 The Participant undertakes to respect and see to the respect of the number of accreditations allocated to him or her by virtue of his or her Contract.

5-3 The Participant undertakes to return the space and equipment made available in its initial state, all repairs or replacements carried out by the Organiser following losses or damages caused by him or her being at his or her charge. The Participant undertakes to have his or her programmes screened on the systems made available in the rented spaces using audio headsets or ensuring not to exceed a sound volume that can constitute a nuisance for the other participants.

5-4 The elements that are to be published must be transmitted respecting the formats, technical specifications and deadlines mentioned in the registration dossier and on the website. All elements received at SUNNY SIDE OF THE DOC after the deadline will not be published without any compensation being owed.

5-5 The Participant declares that he or she holds the rights to promote and/or market the Programmes presented within the scope of the present Market and guarantees that the content (texts, images, logos, and other elements) of the announcements, publicity and Programmes supplied to the Organiser do not infringe with the rights of third parties relative to intellectual property rights, rights of publicity nor any French and International regulatory or legislative applicable provisions and will be liable to the Organiser for all claims, losses or damages incurred to this effect.

5-6 All the Participants undertake to buy, from a reputable company, an insurance policy to cover all damages caused to a third party by his or her own doing, on the premises of the Market.



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ARTICLE 6 – USE OF INFORMATION, DOCUMENTS AND PERSONAL DATA

By registering and communicating information, photos, synopsis, preview trailers, images and Programmes, the Participant expressly authorises the Organiser to reproduce, publish and disseminate in the Video Library, the Internal Video Circuit and on line on its website, with the aim to inform and promote the Market. The Participant guarantees that he or she holds the necessary rights and authorisations to use the material, as defined here above, and covers the Organiser against all claims to this effect. Moreover, the Participant confirms and accepts that his or her participation to the Market as well as the screening of his or her programmes can lead to photographic, audiovisual and multimedia recordings on all supports to be used as information or promotion tools by the Market. Lastly, the personal data (including photos) transmitted by the Participant for registration purposes will be kept and used by the Organiser in accordance with the French law on Information Technologies and Civil Liberties dated January 6, 1978. The Participant can exercise his or her right to access and modify any data by contacting the SUNNY SIDE OF THE DOC commercial department.

ARTICLE 7 - COURT OF COMPETENT JURISDICTION – APPLICABLE LAW

In case of a dispute resulting from the execution of the present participation agreement and express agreements between the parties, the court of competent jurisdiction will be that of the organiser's head office according to French law. In case of discrepancies between the French and the English versions of the present Participation terms, the French text will prevail.