



## Terms of Use of TV Festival 2018 Footage

### **CLAUSE 1 – Definitions**

For the purposes of the Terms of Use herein, the terms set forth hereunder shall have the following meanings:

"Videos" refers to the videos of TV FESTIVAL 2018 which are produced by KM as executive producer on behalf of CANAL +, ORANGE and the ASSOCIATION FRANÇAISE DU FESTIVAL INTERNATIONAL DU FILM (AFFIF) for the period extending from May 6<sup>th</sup> to May 26<sup>th</sup> 2018.

"Site" refers to the interactive electronic service operated by KM under the brand TV Festival.TV, whose URL access is <https://app.heraw.com/cannes2018> allowing access to the Service.

"Service" refers to the platform operated by KM by means of which the latter grants to the Users the right to use the Videos for purposes of television broadcast and/or Internet and/or mobile telephone network exploitation, under the terms set forth hereunder and for the period extending from May 6<sup>th</sup> to May 26<sup>th</sup> 2018.

"Users" refers to all and any audiovisual and media professionals and partners of AFFIF whom have an interest in using the Videos.

### **CLAUSE 2 - Scope**

Download of Videos by intermediary of the Site is reserved for Users who are cognizant of these Terms of Use in their entirety, and prior to downloading, and have unreservedly accepted such terms.

All and any download implies full and unreserved acceptance of the provisions herein.  
These Terms of Use may be saved and printed by any visitor to the Site.

### **CLAUSE 3 - Service Publisher**

In accordance with the provisions of Article 6 III 1 b) of French Law n°2004-575 dated 21 June 2004, as amended by French Law n°2006-64 dated from the 23 January 2006, references regarding identification of the Editing Service are as follows: KM, simplified joint-stock company (SAS) with capital of 9 827 800 euros, registered in Paris under Trading ID 49819870400021 and with headquarters at 23 Rue Linois 75015 Paris - France.

Furthermore, in accordance with the provisions of the aforementioned article, the editorial director is Monsieur Frederick LACROIX.

### **CLAUSE 4 - Characteristics of the Service**

The Service grants access free of charge to Videos which are available for temporary download by means of any computers of the Users that is compatible.

Prior to accessing the Videos for download, and further to acknowledging their acceptance of these Terms of Use, Users shall complete a registration form on the Site which shall require that they enter their personal data. They shall then receive a login and password within 24h, allowing them access to the Videos available for temporary download on the site <https://app.heraw.com/cannes2018>

In the event that due to any login issues Users are unable to proceed with the download, they may contact [tvfestival@kmprod.fr](mailto:tvfestival@kmprod.fr)

## **CLAUSE 5- Terms of Use of Videos**

Videos available on the Site regard the following events: all of the films in Competition as well as Out of Competition screenings in the Lumière theatre. With respect to each of these films, footage of the following shall be available to the User:

- ✓ Photocalls
- ✓ Interviews
- ✓ Press conference
- ✓ Red carpet

Videos shall be available from May 6<sup>th</sup> to May 26<sup>th</sup> 2018 in the format and languages specified hereunder:

@720P  
Container: MP4  
Rate: 6,5 Mb/s  
Encoding: H.264  
Size: 1280x720  
Framerate: 25 Progressive  
Audio: L/R stereo - AAC - 192 Kbps - 48Khz

Languages available: English, French and original version

Videos shall be credited CANAL + / ORANGE / AFFIF

Videos are exclusively intended to be broadcast in the context of news for purposes of public information.

Videos shall be broadcast on a non-commercial basis and may not, under no circumstances, be used for advertising purposes.

Videos shall not be used by brands (excluding AFFIF' partners' brands, ORANGE or CANAL + in any manner whatsoever and in particular for the purposes of promoting their services or products.

With effect from May 27<sup>th</sup> 2018, Videos shall no longer be available free of charge on the Site and may not, under any circumstances whatsoever, be further used by Users. However, Users shall have the opportunity to acquire such exploitation rights by contacting Muriel Sadoun at CANAL+ at the following address: [muriel.sadoun@canal-plus.com](mailto:muriel.sadoun@canal-plus.com)

## **CLAUSE 6 – Equipment required to use the Service**

KM, ORANGE, CANAL+ and AFFIF shall under no circumstances, be held liable for any disappearance, loss or deterioration whatsoever including any damage whatsoever that is likely to impair the computer equipment of Users.

Access to the Service is provided in a continuous manner subject to periods of maintenance and repair, server update operations and any possible exceptional interruptions.

### **CLAUSE 7 - Termination**

KM, ORANGE, CANAL+ and AFFIF reserve the right to close Users' accounts in the event of:

- ✓ any act that violates the provisions of the French Code of Intellectual Property;
- ✓ any failure by Users to fulfil any of their obligations whatsoever under these Terms of Use.

### **CLAUSE 8 - Intellectual Property**

Videos available on the Site are the property of AFFIF, CANAL+ and ORANGE and the "TV Festival" brand is the property of AFFIF; these are subject to French Law governing intellectual property rights.

### **CLAUSE 9- Personal Data of Users**

Access to the Users' personal data shall not imply any kind of transfer by Users to KM of any such data or of any other right whatsoever other than the rights strictly necessary for the enforcement of these Terms of Use. The term data shall have the following meaning: last name, first name, address, type of operations, etc.

KM is prohibited from making any direct or indirect use, including for its own purposes, of such data in any context other than that the one specified in these Terms of Use. KM is prohibited from making any copy, in full or in part, of such data. KM undertakes not to grant and/or make available such data to any third party for any purposes whatsoever, including for marketing purposes. KM shall ensure that personal data are protected from any kind of disclosure.

### **CLAUSE 10 - Applicable Law - Language**

These Terms of Use of the Site have been drafted in the French language in accordance with the provisions of French Law Toubon n° 94-665 dated 4 August 1994. This English translation is being made available to Users of the Site.

In the event of any conflict between the French and the English version of these Terms of Use, the French version shall prevail.

These Terms of Use shall be governed by French Law.

Any dispute relating to the use of the Site or to any information contained therein shall be governed by French Law and subject to the exclusive jurisdiction of the French Courts.