

## FORMAGINATION 2017 at the 2<sup>nd</sup> International TLV Formats Conference

### Rules and Regulations

#### 1. GENERAL

**Armoza Formats** ("Armoza") in collaboration with the **TLV International Formats Conference organizers** (Armoza and the TLV International Formats Conference organizers will be referred to herein collectively as the "Organizers") are searching for ideas for the next international entertainment format at the 7<sup>th</sup> edition of the format pitching competition **FORMAGINATION** (the "Contest").

#### 2. SUBMISSION OF APPLICATION

- 2.1. The formats eligible for the Contest should include the following criteria:
  - 2.1.1. New and original idea;
  - 2.1.2. Genre: non-scripted format (**no scripted format or children's programming will be accepted**, cross genre elements are possible);
  - 2.1.3. Suitable for broadcast on major broadcast networks;
  - 2.1.4. Can be adapted for broadcast across the world;
  - 2.1.5. Materials will be submitted and approved as detailed below.
- 2.2. Entries shall be submitted in writing in English according to the submission instructions provided in the REGISTRATION FORM on the website of each of the Organizers, and sent via e-mail by August 6, 2017, to the following email address: [formagination@armozaformats.com](mailto:formagination@armozaformats.com).
- 2.3. Entrants may add materials such as a bible, episode line ups, PowerPoint presentations, visual DVD material, or any other material relevant to the format.
- 2.4. Employees of the Organizers and their family members and companions are not eligible to participate in the Contest.

#### 3. PRELIMINARY PROCESS AND TIMETABLES

- 3.1. All entries received will be screened according to the following criteria:
  - 3.1.1. Originality and innovation;
  - 3.1.2. Creativity;
  - 3.1.3. Suitability for network TV broadcast;
  - 3.1.4. Cross platform and second screen potential (integration of means such as internet or mobile phones, which will enhance audience engagement in the show);
  - 3.1.5. International appeal;
  - 3.1.6. Level of development;
  - 3.1.7. Formats based on an innovative technological element are an advantage.
- 3.2. The initial examination of the formats on meeting the requirements, indicated in section 3.1 above will be carried out by the Organizers.
- 3.3. The Organizers at their sole discretion have the right to disqualify the format in case the Organizers decide that the format fails to meet the requirements set out in section 3.1 above or in case the Organizers decide that there might be a conflict of interest.
- 3.4. The submitters who have passed the initial examination stage will be notified by August 8, 2017, and invited to verbally present their idea to representatives of the Organizers in Armoza's office on August 14, 2017.

- 3.5. Out of those, up to 10 ideas will be chosen to pass to the final stage and present their ideas on stage during the 2<sup>nd</sup> International TLV Formats Conference in "Beit Hasmachot" 21 Menachem Begin Street, Tel Aviv (the "Conference") on September 13, 2017.
- 3.6. Those selected to participate and pitch their ideas at the Conference (the "Finalists") will be notified by August 16, 2017.
- 3.7. The pitches of the Finalists will be fully ready by September 6, 2017, and will include a verbal pitch in English, a PowerPoint presentation, and any other related materials such as video or audio files.
- 3.8. The choice of selection criteria and examination of the formats on meeting the indicated criteria, as well as disqualification in case of incompatibility, are made by the Organizers independently and at their own discretion; the entrants cannot influence the decision of the Organizers by any other way but by submitting the entry and the materials, corresponding to the requirements set out in these Rules and Regulations; the decision of the Organizers on compatibility and/or incompatibility of the format with the set out requirements and/or its disqualification shall be final and shall not be subject to review or appeal.

#### **4. COMPETITION STRUCTURE AND JUDGING**

- 4.1 The pitches of the Finalists will be judged by a jury panel made up of representatives of the Organizers and industry professionals (the "Jury").
- 4.2 During the Conference, each pitcher will have up to 4 minutes to pitch (including any visual elements such as a trailer, a presentation, etc.), followed by a short Q&A session with the Jury.
- 4.3 The winners will be announced at the Conference. The 1<sup>st</sup> and 2<sup>nd</sup> prize winners will be chosen by the Jury. The audience's favorite will be voted on by the audience attending the event.
- 4.4 The Organizers reserve the right to request additional materials and information regarding the formats and material entered at any time.
- 4.5 The determination of the winners in the Contest is exercised by the Jury independently and at its own discretion. The assessment and/or the decision of the Jury regarding the formats submitted for participation in the Contest, shall not be questioned by the entrants under any circumstances. The decision of the Jury is final and not subject to appeal.

#### **5. RESULTS OF THE CONTEST**

- 5.1. The audience's favorite prize: an entry ticket to MIPCOM, the international TV market in Cannes, France, which takes place on October 2017 (the prize does not include travel and lodging expenses).
- 5.2. The 2<sup>nd</sup> place winner prize: an ENTERTAINMENT MASTER CLASS module scholarship (the scholarship does not include travel and lodging expenses).
- 5.3. The 1<sup>st</sup> place winner prize: up to \$25,000 USD which shall be awarded in two parts in the following manner:
  - 5.3.1. A \$5,000 USD development budget, to be used by the winner for additional development of the format. The winner will cooperate with Armoza in developing the format until it is ready for shooting a pilot.
  - 5.3.2. Up to a total of \$20,000 USD will be invested by Armoza in shooting a pilot. Such investment will be granted only should an actual pilot be approved for production. This decision will be taken by Armoza at its sole discretion and shall be final and not subject to appeal. The winner will cooperate with Armoza in

creating a "production bible" (a document containing all the information necessary to create the show, from a general synopsis to budget and production timetables).

- 5.4. Any investment by Armoza, as detailed in sections 5.3.1 and 5.3.2 above, will be considered as part of Armoza's IP (intellectual property) rights in the format, as specified in the Development and Distribution Agreement.
- 5.5. The Organizers reserves the right to divide the prize money or any part thereof between a number of entrants.

## **6. REPRESENTATIONS AND WARRANTIES**

- 6.1. By entering the Contest the entrants represent, warrant, agree and undertake as follows:
  - 6.1.1. They are the full and sole owners of all rights in and to the format, and there are no third parties that have any rights in and to the format or any part thereof.
  - 6.1.2. They have the right and power to enter into the Contest and the agreements detailed herein and to grant the rights detailed herein and in the Development and Distribution Agreement.
  - 6.1.3. They shall indemnify and hold the Organizers harmless from any and all liability, loss, costs, damage, judgment or expense including legal fees arising in any way out of any claims by any third parties which are based upon, or a result of any breach of the entrants' representations and warranties.
  - 6.1.4. They know that Armoza develops formats for international distribution and production and that at any given time there may be similar formats or shows in development or production that have no connection to the format submitted by the entrant, and they shall hold Armoza harmless from any claims in that regard.
  - 6.1.5. They understand that the Organizers do not guarantee any results of the cooperation between the entrants and the Organizers.
  - 6.1.6. They give the Organizers their consent, and in case they provide the personal data of other persons – guarantees the consent of those persons – to process and use their personal data for any lawful purposes, including in the printed and other mass media, in the video materials, on the websites of the Organizers or on the web-page of the Contest, in any other resources at the Organizers' sole discretion, including for purpose of advertising and for the purpose of organizing and running of the Contest. The abovementioned use is a part of the conditions of participation in the Contest and is not subject to any payment, compensation or reimbursement.

## **7. FORMAT RIGHTS AND DISTRIBUTION**

- 7.1. Armoza will receive the exclusive worldwide international distribution and commercialization rights to the format in all media, all as detailed in the Development and Distribution Agreement.
- 7.2. All participants will sign a development and distribution agreement upon registration (the "Development and Distribution Agreement"). The agreement will come into effect for all participants who become Finalists.

## **8. GENERAL**

- 8.1. By submitting their proposals, the entrants agree to the terms and conditions of these Rules and Regulations which shall be considered for all purposes a binding contract between the parties.
- 8.2. The Organizers reserve the right to make changes to these Rules and Regulations and/or the Development and Distribution Agreement until a week before the Conference.
- 8.3. Should there be any changes in the entrant contact details, he or she will immediately notify the Organizers.
- 8.4. The Organizers have only those obligations which are explicitly provided in these Rules and Regulations.
- 8.5. The Organizers shall not be liable for the untimely receipt, loss or damage of the entries or the notifications, sent or submitted in relation to the Contest. The obligation to ensure the receipt of all materials and notifications is the sole responsibility of the entrants.
- 8.6. The Finalists obliges to be present at the Conference. A Finalist failing to be present at the Conference and to present its project during the final, cannot be chosen as a winner of the Contest.
- 8.7. All the contentious questions and controversial issues in relation to the Contest and/or these Rules and Regulations shall be decided solely by the Organizers. Any decision of the Organizers shall be final and not subject to an appeal. The disagreement of entrants with any decision of the Organizers for the purpose of these Rules and Regulations means a refusal to take part in the Contest and involves disqualification from participation in the Contest.
- 8.8. All the matters arisen out of the Contest or in relation to the Contest shall be governed by the laws of the State of Israel. All the entrants agree to the exclusive jurisdiction of Israeli courts.
- 8.9. Should any of the provisions of these Rules and Regulations be hold invalid, all the other provisions of these Rules and Regulations shall remain effective.
- 8.10. In case of contradiction between these Rules and Regulations and the Development and Distribution Agreement, the terms of the Development and Distribution Agreement will prevail.