



SUNNYSIDE OF THE DOC

15th EDITION > JUNE 19 / 22, 2004

REGISTRATION DOSSIER

« European Regional Umbrella Stands » (European Spot)

CONTACTS

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REGISTRATION DEADLINE: **MAY 10, 2004**

SUNNY SIDE OF THE DOC
IN PARTNERSHIP WITH

THE EUROPEAN UNION
MEDIA PLUS PROGRAMME

Give you the opportunity to have preferential exhibition conditions on:

THE EUROPEAN SPOT AREA

A collective area of 300 m² reserved for European companies under
EUROPEAN REGIONAL UMBRELLA STANDS

 **THE COMPANIES COORDINATING THE EUROPEAN UMBRELLA STANDS BENEFIT FROM:**

UMBRELLA STAND 10 M²

3 accreditations
Furniture: 1 table, 3 chairs, 1 display unit, 1 locking cabinet

UMBRELLA STAND 20 M²

6 accreditations
Furniture: 2 tables, 6 chairs, 2 display units, 1 locking cabinet

 **THE COMPANIES PARTICIPATING UNDER YOUR EUROPEAN UMBRELLA STAND BENEFIT FROM :**

- Special rates (- 20 %) on registration fees and options
- Access to a collective screening system on the European Spot
- Welcome desk and specific secretarial services
- 1 accreditation included in the registration fees
- 2 programmes or «projects under development» included in the registration fees
(2 programmes **or** 2 projects **or** 1 programme + 1 project)

And as any exhibiting company:

- Access to the events organized by Sunny Side.
- Availability of the cassettes of your programmes at the Market's Video-Library, reserved for the buyers, the commissioning editors and the press.
- Promotion of your programmes on the internal video network of Sunny Side during the Market

OPTIONS

- 1 additional accreditation
- Registration of additional programmes
- Advertisement in the Catalogue
- Organization of Screenings
- Rental of meeting rooms
- Organization of Cocktails

EVENTS

SUNNY SIDE OF THE DOC CELEBRATES ITS 15TH ANNIVERSARY!

TOPICS FOR 2004 :

- **INVESTIGATION:** Investigation documentaries are surfing the wave.
- **NATURAL HISTORY/WILDLIFE:** What is the status of wildlife, environment and ecology films?
- **SIGNATURES:** Why do major filmmakers move to documentary filming?
- **A NEW GENRE IS BORN:** Docudrama.
- **SPORT:** Can documentary films shed some light on modern circus games?

WORKSHOPS, FORUMS, DEBATES, LUNCHEON-ENCOUNTERS...

THE CATALOGUE

Your work tool that will let you get the following information:

- Details on all the Sunny Side exhibitors and their companies.
- List of registered programmes, sorted by topics: synopsis, producer, distributor, co-producer, length, format, etc.
- Listing of « Projects under Development».
- Listing of « Productions in Progress».

Handed out to all the participants.

VIDEO LIBRARY

The access to the Sunny Side Video Library is **RESERVED TO BUYERS, COMMISSIONING EDITORS AND THE PRESS** for the **SCREENING OF YOUR PROGRAMMES**. A specific area is reserved for festivals and media libraries.

SCREENING REPORTS under the name of each buyer/commissioning editor are available to collect your messages.

The Video Library hostesses will provide you with daily **SCREENING REPORTS**. A global report of the screenings over the whole duration of the Market will be forwarded to you by e-mail after Sunny Side.

INTERACTIVE KIOSKS

Interactive kiosks are made available in the exhibition area for your specific queries, find out: who is attending, get details on a buyer or commissioning editor...

Exhibitors can promote the programmes they have registered by sending extracts, permanently displayed on these kiosks.

PARTICIPATION CONTRACT
EUROPEAN REGIONAL UMBRELLA STAND (EUROPEAN SPOT)
PLEASE SEND IT BACK BEFORE MAY 10, 2004

NAME OF THE UMBRELLA STAND

RESPONSIBLE FOR THE REGISTRATION OF YOUR COMPANY AT SUNNY SIDE OF THE DOC

NAME – First name

Function

Direct phone

Direct e-mail address

FIELD OF ACTIVITY OF YOUR COMPANY:

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Production | <input type="checkbox"/> Distribution | <input type="checkbox"/> Multimedia Production | <input type="checkbox"/> Video Publisher |
| <input type="checkbox"/> Institution | <input type="checkbox"/> Professional Organization | <input type="checkbox"/> Association | <input type="checkbox"/> Television Channel |
| <input type="checkbox"/> Other Broadcaster | <input type="checkbox"/> Other, specify..... | | |

YOUR ADDRESS PUBLISHED IN THE CATALOGUE OF SUNNY SIDE OF THE DOC:

Company name

Address

.....

.....

Zip code..... City..... Country

Telephone (general company number)..... Fax (general company number)

Company e-mail address..... Web site.....

INVOICING ADDRESS:

Name of the person in charge of payment

Address

Zip code..... City..... Country

Telephone..... Fax :

PARTICIPATION CONTRACT
EUROPEAN REGIONAL UMBRELLA STAND (PAGE 2)
PLEASE SEND IT BACK BEFORE MAY 10, 2004

COMPANY..... NAME OF THE UMBRELLA STAND.....

REGISTRATION FEES

UMBRELLA STAND 10 M² 3 accreditations – Furniture: 1 table, 3 chairs, 1 display unit, 1 locking cabinet			
REGISTRATION FEES / UMBRELLA STAND 10 M ²	(VAT 19,6 % included)	2 607,28 euros	<input type="checkbox"/>
UMBRELLA STAND / 20 M² 6 accreditations – Furniture: 2 tables, 6 chairs, 2 display units, 1 locking cabinet			
REGISTRATION FEES / UMBRELLA STAND 20 M ²	(VAT 19,6 % included)	5 860,40 euros	<input type="checkbox"/>

OPTIONS

Additional accreditation (Maximum 1)	(VAT 19,6 % included)	239,20 euros	<input type="checkbox"/>
Advertisement in the Catalogue: 1 full colour page.....	(VAT 19,6 % included)	1 495,00 euros x	<input type="checkbox"/>
Advertisement in the Catalogue :1 full B&W page.....	(VAT 19,6 % included)	430,56 euros x	<input type="checkbox"/>
Screening(s) (one hour)	(VAT 19,6 % included)	334,88 euros x	<input type="checkbox"/>
TOTAL AMOUNT OPTIONS	(VAT 19,6 % included)	←
TOTAL AMOUNT REGISTRATION FEES + OPTIONS	(VAT 19,6 % included)	←

TELEPHONE LINES

We wish to have a telephone line on our Umbrella Stand YES NO Prices: please contact us.

TERMS OF PAYMENT

No reservation will be taken into account not accompanied with payment:

By Visa card or Mastercard (16 digit number) : _____ Exp. ____ / ____

Signature (compulsory)

By cheque, to the order of Doc Services.

VAT number:

The undersigned hereby agrees to the following: he or she undertakes by filling and signing the present contract and expressly accept the general participation conditions joined herein. The present order is definitive and cannot be changed.

Place Date Stamp and Signature

ACCREDITED PARTICIPANT(S)

PLEASE SEND IT BACK BEFORE MAY 10, 2004

ID PHOTOS

To allow us to prepare your badge in advance and reduce waiting time at the General Welcome Desk, we strongly recommend that you include an ID photo (one per person) or to send this photo by e-mail at the same time as your dossier. In any case, we will not deliver any badge without an id photo.

Size of e-mail id photos: "passport" type, preferably B&W, resolution 150.

COMPANY NAME : **Country**.....

PARTICIPANT

Mrs Mr **First name**..... **Name**.....
Function.....
Direct phone Direct fax.....
Direct e-mail address..... Mobile.....

ADDITIONAL ACCREDITATION

Mrs Mr **First name**..... **Name**.....
Function.....
Direct phone Direct fax.....
Direct e-mail address..... Mobile.....

SNCF (FRENCH RAILROADS) AND AIR FRANCE SPECIAL RATES

SNCF

You wish to receive the SNCF reduction vouchers (- 20%) for your travels by train in France. Indicate number requested:

AIR FRANCE

You wish to receive the Air France reduction vouchers (up to 50% on domestic flights). Indicate number requested:

TERMS AND CONDITIONS OF PARTICIPATION

DOC SERVICES Sarl, ("the organizer"), with its head office located at 37/41 rue Guibal, Marseille 13003, e-mail address contact@sunnysideofthedoc.com, registered in the Marseille company register under number 378 150 387 00041, with VAT identification number FR89 and whose legal representative is Mrs. Dominique Germain, organizes each year the International Documentary Film Market in Marseille under the name SUNNY SIDE OF THE DOC. This market is open to producers, distributors, publishers, broadcasters, buyers, "commissioning editors", journalists, and more broadly to all institutions, associations and professional organizations, (hereafter referred to as the "Participants"), whose activity or purpose is the search for partnerships, the promotion or marketing of documentary films, produced or in the state of projects, in all formats and on all media supports (hereafter referred to as the "Programmes").

Article 1 – Services of the Market

1-1 The Market can be accessed according to the following formulae:

- Formula aimed at Visitors:

Free access during four days to the SUNNY SIDE OF THE DOC events, excepting those dedicated to the buyers or to the press, and to the evening events on invitation. A Catalogue will be handed out. The "Visitors" accreditations are nominative and are not transferable

- Formulae aimed at Exhibitors (subject to availability):

* Producers / Distributors:

. Umbrella stands: collective areas for European regional umbrella stands (European Spot) or national or union umbrella stands

. "Producers Slot": Individual meeting spaces inside a collective area reserved for producers.

. "Blue Corner" : individual spaces (6 m2) reserved in priority for distributors

. Stands: individual areas of 10, 15, 20 or 30 m2.

*Broadcasters: Individual Stands.

A detailed description of the aforementioned spaces is included in the registration dossier.

1-2 The Exhibitors' formulae include, as well as the spaces described here above, the following services:

Services included: nominative accreditation, the number of which shall be defined in the registration dossier, inscription of Programmes produced between July 1 2003 and June 2004, sorted by theme in the Catalogue and the Video Library aimed at buyers attending SUNNY SIDE OF THE DOC, and the possibility of continuous screening of extracts of these programmes upon request and subject to authorization from the producer, on the internal video network installed in the public areas of the Market, access to the forums, debates and public screenings.

Optional Services: a limited number of additional accreditations, unlimited listing of additional programmes in the Catalogue and Video Library, listing of "projects under development" and "Productions in Progress", advertising spaces, organization and promotion of private screenings, meeting room rentals (subject to availability) and organization of cocktails.

1-3 The details of the exhibitors' and visitors' formulae are given in the registration dossier.

Article 2 Registrations – Mode of payment

2-1 Participation Contract: registration for the market can be done by filling in the form entitled "Participation Contract", available in French or English, either in the on-line version that can be downloaded from the Organizer's website at "www.sunnysideofthedoc.com" (hereafter referred to as "the Website ") or in printed format. The Participation Contract must be properly completed and signed or validated on-line according to the conditions given below, and must be sent by the Participant, with payment, by fax, post or on-line. By so doing, the Participant shall be bound to comply with these Conditions of Participation.

2-2 Specific conditions applicable to Participation Contracts concluded on-line: in order to register on-line, the Participant must complete all the compulsory fields of the Participation Contract. An order validation process with successive data entry enables the Participant to make any necessary changes to his or her registration before final validation. By checking the "I certify that I am fully aware of the Terms and Conditions of Participation" box and then clicking on the "accept" icon, the Participant confirms his or her registration as well as his or her full and unconditional acceptance of all applicable Terms and Conditions of Participation. The validated Participation Contract is registered by the Organizer who, in turn, upon receipt of the credit card payment authorization, will send back by e-mail an access code confirming the registration subject to the availability of some of the optional services. All exchanges are performed by e-mail. The "accept" icon associated with the procedures for Participant identification, automatic registration and protection of all messages in the Organizer's computer systems shall constitute proof of the nature, content and date of registration as well as of the Participant's consent. Thanks to the secured payment system used on the Website, all data related to the transaction is encrypted and sent directly to the banking center for processing and authorization without going through the Organizer's server.

Validated Participation Contracts and invoices shall be filed and stored on a reliable and long lasting medium, kept under reasonable safety conditions in the Organizer's computer system. The Participant can, upon simple request, obtain a copy of the Contract or invoice by e-mail.

2-3 Registration of some of the accredited guests (Visitors, Blue Corner, Producers Slot formulae) and, for all participants, registration of Programmes and "Projects under Development" and "Productions in Progress" in the Catalogue: the registration forms can be accessed and filled in on-line or sent by post. For on-line registrations, the Organizer shall send a personal and non transferable access code upon receipt of the duly completed and signed or validated contract accompanied by the payment. The access code must be protected by the Buyer, and gives access to the Website and guarantees confidentiality of all data transferred once the aforementioned code has been entered. The Participant shall be fully responsible for the use and storage of his or her access code and will take all necessary measures to ensure its confidentiality. All on-line registrations will be deemed to have been performed by the Participant, and the Organizer shall not be held responsible for any act, consultation or transaction performed by a third party.

In the event of loss, theft or undue communication of the code to a third party, the Participant must immediately inform the Organizer who, in turn, will immediately deny access to the Website using the code concerned and shall issue a new code.

2-4 Payments : The payment terms and conditions are detailed in the registration dossier. Any cancellation received less than two months before the opening of the Market will give rise to a penalty charge of 30% of the total cost of the contract and any cancellation received less than one month before the opening shall entail full payment of the registration price. Prices are given inclusive of taxes as indicated in the participation contract since all services provided in France are subject to 19,60% VAT and all companies, irrespective of the country of origin, are liable for this tax, which may be reimbursed subject to certain conditions.

Article 3 - Access to the Market

3-1 All accredited Participants, Exhibitors or Visitors must wear a badge bearing a recent id photo. This nominative and non transferable badge must be shown when entering all areas of SUNNY SIDE OF THE DOC, including the restaurants.

3-2 The replacement of any lost or stolen badge will entail a fee of 299 Euros (VAT included).

3-3 When issuing access badges at the SUNNY SIDE OF THE DOC welcome desk, the Organizer reserves the right to ask Participants to prove that they belong to the contracting company.

3-4 No access badge to SUNNY SIDE OF THE DOC shall be delivered if the balance of the contracting company's participation payment has not been received.

TERMS AND CONDITIONS OF PARTICIPATION (PAGE 2)

Article 4 – Organizer's rights and obligations

4-1 The Organizer hereby agrees to ensure the proper holding of the market in Marseille at the dates indicated in the contract. The dates can however be modified by the Organizer without entitling the Participant to contest this or claim any compensation, whenever it is in the interest of the Market that such a change should take place, considering its international scope. In such an event, the Organizer shall inform the Participant in writing at least one month before the opening. In the event that the venue planned for the organization of the Market in Marseille is not available, notably in the event of force majeure, the Organizer, after having duly informed the Participant, and without any modification to the terms and conditions of the Participant's agreement to participate including in particular the amount due, may organize the event in another city or, if need be, in another country capable of hosting such an international Market, subject to the availability of a venue of the same level and of comparable accommodation. Otherwise, the Organizer may simply cancel the Market, after having duly informed the Participant and, in this case, the Participant's agreement to participate shall be cancelled by rights and without compensation. Only those sums remaining available from the participation payments, after payment of all expenditure incurred by the Organizer, shall be distributed amongst the participants based on a pro-rata of the sums paid by them and it is hereby expressly agreed that the Participants are not entitled to make any claims against the Organizer for any reasons whatsoever.

4-2 The location of the spaces provided to the Participants shall be determined by the Organizer according to the floor layout and the number and activities of the Participants. Advance booking of a space provides no guarantee whatsoever as to the final location attributed.

4-3 The screenings will take place in the three rooms allocated for this purpose at the date and time determined by the Organizer according to availability. The Organizer reserves the right to refuse to show Programmes at screenings, in the video library or on the internal display system whose content would be considered as indecent or as advocating violence or racial or religious segregation.

4-4 The cassettes supplied by the Participants for the screenings, the video library and the internal video network system will be stored in a room of the Market by the Organizer who will be responsible for them. However, in the event that all or part of the media entrusted to him should be damaged or lost as a result of screening or for any other cause such as theft, fire, bad weather conditions or accident, the Organizer shall not be held liable for anything more than the cost of replacing the physical media. The cassettes shall be returned to the Participants on the last day of the Market until 4 pm. Any cassettes remaining unclaimed on this date shall be kept by the Organizer and returned to the Participants c.o.d. by post on request.

Article 5 – Rights and obligations of the Participant

5-1 The Participant is obliged to scrupulously abide by all the internal rules of the Market, all safety recommendations or all law enforcement measures prescribed not only by the Organizer but also by any competent authority. The showing or handing out of any publicity other than that using the media provided by the Organizers is forbidden.

5-2 The Participant undertakes to abide by the number of accreditations provided under the terms of his or her Contract and to ensure that this is respected.

5-3 The Participant undertakes to reconstitute the space and equipment provided to him or her in its initial condition; all repairs or replacements performed by the Organizer as a result of loss or damage caused by the Participant shall be charged to him or her. The Participant hereby undertakes to show his or her programmes using the devices provided in the rented spaces and audio headsets, or to keep the volume at a level that does not constitute a nuisance to the other participants.

5-4 For all films presented at the Video Library or at the screenings, the Participant will supply the Organizer with at least one cassette of the programme in the formats specified in the Registration Dossier, preferably in the English version. The cassettes must be received at the organizer's address no later than May 24 2004. No copies received after this date will be scheduled for showing in the Video Library or at the screenings, and no reimbursement shall be due in this respect.

5-5 The elements to be inserted in the Catalogue must be sent in the formats, technical specifications and deadlines given in the registration dossier. Any translation costs will be charged as an extra. Those elements received by SUNNY SIDE OF THE DOC after the deadline will not be published, and no reimbursement shall be due in this respect.

5-6 The Participant hereby declares that he or she holds the rights to promote and/or market the Programmes presented at the Market and warrants that the content (texts, images, logos and other elements) of the announcements, advertising, and Programmes supplied to the Organizer do not infringe any third party rights with regards to intellectual property or personality rights nor any other applicable French or international legal or regulatory provisions, and shall indemnify the Organizer for all claims, losses or damages incurred in this respect.

5-7 All Participants hereby agree to take out an insurance policy, with a manifestly solvent company, to cover any damage caused by him or her to a third party on the premises of the Market.

Article 6 – Use of information, documents and Personal Data

By registering and sending in information, photos, synopsis, trailers, images and Programmes, the Participant expressly authorizes the Organizer to reproduce, publish in the Catalogue and to show this material in the Video Library, the internal video display network and on-line on its Website for the purposes of providing information and promoting the Market. The Participant warrants that he or she has the right and necessary authorizations for the use of this material as described above and guarantees the organizer against all risks to this effect. Moreover, the Participant confirms and accepts that his or her participation in the Market as well as the showing of his or her Programmes may give rise to photographic, audiovisual and multimedia recordings on all types of media to be used for the Market's information and promotion purposes.

Lastly, the personal data (including photos) sent in by the Participant for the purpose of registration will be kept and used by the Organizer in compliance with the law on data processing and civil liberties of January 6 1978. The Participant has the right to access and modify the content of this data by contacting the SUNNY SIDE OF THE DOC commercial Department.

Article 7 - Jurisdiction – Applicable Law

In the event of a dispute resulting from the execution of this participation agreement, the parties hereby expressly agree that the courts of the Organizer's head office shall have sole and exclusive jurisdiction according to French law. In the event of any difference between the French and English version of these Terms and Conditions of Participation, the French version shall prevail.