

TERMS & CONDITIONS OF TAIWANPLUS OPEN PITCH

By submitting an Entry to this Open Pitch, you (**Entrants** or **You**) agree to be bound by the Open Pitch Rules in Section I below and the General Terms and Conditions in Section II below (collectively, the **Open Pitch Terms**):

I. Open Pitch Rules

a. Organizer	Discovery Networks Asia-Pacific Pte. Ltd. (“ DNAP ”)
b. Open Pitch Name	TaiwanPlus
c. Open Pitch Type	Pitch a short film idea that explores any subject connected to Taiwan.
d. Eligibility	<p>Entrants must:</p> <ol style="list-style-type: none">1. Entrants must be 18 years of age or older. For Taiwan, Filmmakers under the age of 20 are required to provide a letter of consent from a parent or guardian.2. Entrants must have experience in content and video production. Please attach the following to your online submission:<ol style="list-style-type: none">(i) Links to film/video work produced by the entrant in the last three years (Entries must include the following information about the film/video: program genre, title, number of episodes, runtime, year of production, position held by the entrant, and links to the works)(ii) Entrants may be a company or an individual. Please note, DNAP reserves the right to request further supporting documentation or information from Entrants to confirm eligibility.
e. Open Pitch Period	The Open Pitch commences on April 25 th at 00:00 (GMT+8) and closes on May 29 th at 23:59 (GMT+8). Each Entrant must submit his/her Entry during the Open Pitch Period.
f. Method of Entry	<p>Suggested descriptions:</p> <p>To enter, Entrants are required to submit a 600-1,000-word written outline for the short film, The outline should include:</p> <ul style="list-style-type: none">➤ Short film title➤ Form of expression➤ Content arrangement➤ Highlights of the film➤ Shooting and production schedule (Filming should be completed by July 20th, 2022, followed by post-production editing in July, airing in Q3 2022.) <ol style="list-style-type: none">1 Details of Entrant’s preferred crew members and their professional experience (i.e., producer, director, sound mixer, cinematographer, etc.)2 Past audio-visual works (please provide links to work produced within the last three years)

	<p>Entrants must:</p> <ul style="list-style-type: none"> ➤ complete and submit the online registration form: submit the story outline, provide link(s) to past work for reference, and upload a shooting schedule before the deadline (May 15th, 2022). Entry is only considered complete if all three aforementioned items are submitted. ➤ Submission period: Opens April 25th, 2022 (Monday) and ends May 29th, 2022 (Sunday), Taiwan time (GMT+8). Registration will close at 23:59 sharp on May 29th,2022. No late or incomplete submissions will be accepted. <p>Entrants may / may not* submit more than 1 entry for this Open Pitch.</p>
<p>g. Selection Process & Award/s</p>	<p>At the conclusion of the Open Pitch Period, the Organizer will shortlist Three Entrants(Filmmaker/s). Selection of the Filmmaker/s will be in the Organizer's absolute discretion. All decisions of the Organizer are final and binding and no correspondence will be entertained.</p> <p>Selection and Awards</p> <ul style="list-style-type: none"> ➤ Each Filmmaker will be granted USD\$35,000 for the production of their short film. The Filmmakers will be announced on June 6th, 2022 (Monday) Taiwan time (GMT+8) via the website located at https://www.discoverychannel.com.tw/taiwanplus/cht/, on Discovery Taiwan's Facebook page and via email. ➤ Selection criteria: There will be a review panel that will select the Filmmakers based on the following: <ul style="list-style-type: none"> ◆ alignment with the theme ◆ creative innovation ◆ narrative structure ◆ content appeal ◆ relevance of the story's protagonist ◆ presentation of reference work ◆ team's execution capability ➤ Once notified, Filmmakers are required to sign a production contract with DNAP and undergo necessary background checks and due diligence based on DNAP's procedures and policies. To be entitled to the grant, all intellectual property rights in the Filmmaker's work must be assigned to DNAP and Taiwanplus. DNAP reserves the right to reject any shortlisted Filmmaker and select another filmmaker if a shortlisted Filmmaker does not comply with the terms and conditions herein. ➤ After the execution of the production contracts, shortlisted Filmmakers will be paid pursuant to the payment schedule and payment prerequisite prescribed in the production contracts. The award shall be used for the only purpose of production of the short films. ➤ All costs related to the production of the short-film including costs of travel, hotel, visa, quarantine, medical etc shall be the sole

	<p>responsibility of the Filmmaker.</p> <ul style="list-style-type: none"> ➤ The Filmmakers shall be responsible for the payment of any income tax or value added tax liability arising out of the award. The Filmmakers shall also be responsible to comply with the regulations of foreign exchange and rules of the bank to receive the award amount in US dollars.
h. Notification	The Filmmaker/s will be notified via email by June 6 th , 2022.

II. General Terms & Conditions

1. Entries

a. The Entrant represents and warrants that:

- i. the Personal Data (as defined below) submitted by the Entrant to the Organizer is true and accurate (the Entrant acknowledges and agrees that the Organizer will not be responsible for any notification or award sent to an incorrect physical or electronic address based on details provided by the Entrant); and
- ii. in respect of photograph/s, audiovisual material and any other materials submitted by the Entrant to DNAP for the purpose of the Open Pitch (**Works**), such Works:
 - A. were created solely by the Entrant and the Entrant owns all right, title, and interest in and to, or has the right to use, all material contained in the Works, and the Works are fully cleared for the use contemplated in these Open Pitch Terms. If the Entrant's Works feature a person other than the Entrant, the Entrant must obtain permission from those person/s for the Organizer to use the Works as contemplated in these Open Pitch Terms;
 - B. does not contain libelous, slanderous, defamatory, tortious, or otherwise unlawful, untrue or inaccurate information, infringe or violate any copyright or other right, or contain any matter the publication or sale of which will violate any law;
 - C. does and will not, in any way, violate or breach the terms of any other agreement the Entrant may be a party to;
 - D. is not obscene or in any other manner unlawful or likely to cause offense; and
 - E. shall not require the Organizer to pay or incur any sums to any person or entity (including, but not limited to, the Entrant) as a result of the Organizer's use or exploitation of the same

(Personal Data, Works and any other material submitted by the Entrant to DNAP for the purpose of this Open Pitch is collectively referred to as an **Entry**).

- b. With immediate and automatic effect on submission of an Entry by a Entrant to the Organizer:
 - i. all rights, title, and interest in the Works (including, without limitation, copyright and all other rights) included in that Entry vests in and becomes the property of the Organizer;

- ii. that the Entrant hereby assigns (by way of present and future assignments) to the Organizer any and all rights, title, and interest which the Entrant has or acquires in the Works (including, without limitation, copyright and all other rights) included in that Entry and the Entrant agrees to execute any further document and do anything that may be reasonably necessary to effect or perfect this assignment;
- iii. that the Entrant unconditionally and irrevocably, in perpetuity, waives his/her moral rights in the Works included in that Entry and consents to acts and/or omissions by the Organizer (and its nominees) which may otherwise infringe the Entrant's moral rights in those Works under applicable copyright laws; and
- iv. that the Entrant agrees and acknowledges that the Organizer (and its nominees) have the right to use (without payment to the Entrant):
 - A. the Works submitted to the Organizer without restriction for any purpose whatsoever, including (without limitation) editing, reproducing, disclosing, transmitting, publishing, broadcasting, and/or posting to social media; and
 - B. the Entrant's name, likeness, and other information concerning and provided by the Entrant to the Organizer.

2. Organizer's Rights

- a. The Organizer reserves the right to do any or all of the following at any time, in its absolute discretion, without prior notice to a Entrant:
 - i. cancel, modify, suspend, or delay the Open Pitch;
 - ii. substitute or replace the Award/s;
 - iii. assign and/or transfer any of its rights and obligations under these Open Pitch Terms to any third party.
- b. The Organizer's decisions on the Entries, Open Pitch and the Winners are final and no correspondence will be entered into under any circumstances. In the event of a dispute, any individual's entitlement to participate in the Open Pitch and any participant's entitlement to any of the Award/s are subject to the sole discretion and final determination of the Organizer.

3. Award/s

- a. After execution of the production contracts, Filmmakers will be paid pursuant to the payment schedule and payment prerequisite prescribed in the production contracts. The award shall be used for the only purpose of production of the short films.
- b. The Organizer makes no warranty or representation as to the Award, including (without limitation) as to the availability, times for purpose, and to the extent not prohibited by law, the Organizer expressly excludes all such warranties and representations under applicable legislation.
- c. If the Filmmaker/s fails to respond to the Organizer within 3 business days in Singapore and in accordance with the Organizer's notification, the Filmmaker may (in the Organizer's sole discretion) be deemed to have forfeited his/her Award in which case the Organizer reserves the right to reallocate the Award/s to another Entrant, and no further correspondence will be entered into.
- d. Any and all tax payable as a result of an Award being awarded or received will be the responsibility of the applicable Filmmaker.
- e. All costs related to the production of the short films including costs of travel, hotel, visa, quarantine, medical etc shall be the responsibility of the Filmmaker. If the production costs for

a Filmmaker's short film exceeds the Award, the Filmmaker shall be solely responsible for the additional costs and/or expenses.

- f. The Filmmakers understand that they must travel to Taiwan to shoot their short film. Filmmaker shall (at his/her/their cost), obtain and maintain (i) a passport that is valid for the applicable travel dates and (ii) any other travel documentation (such as visas) that are necessary for the Filmmakers (and their crew). If any Filmmaker has not obtained the necessary documentation as contemplated under this paragraph, the Organizer reserves the right to reallocate the Award to another Entrant at its sole discretion. The Organizer is not responsible for any refusal of an immigration and/or customs agency anywhere in the world refusing to grant any Filmmaker (and their crew) entry into a country.

4. Ideas

You hereby acknowledge and agree that Your relationship with the Organizer is not a confidential, fiduciary, or other special relationship. You understand and acknowledge that the Organizer has wide access to ideas, stories, formats, music, creative, and designs reflected in materials (collectively, **Materials**), and that new Materials are frequently submitted to or developed by the Organizer. You acknowledge and agree that You will not be entitled to any compensation as a result of the Organizer's use of any such Materials or materials that are similar or identical to the Works.

5. Disqualification

Any breach of, or non-compliance with, any of these Open Pitch Terms and any submission of an incomplete entry may result in disqualification of the Entrant at the Organizer's sole and absolute discretion. The Organizer is not bound to inform any Entrant who has been disqualified of this or the reason for the disqualification.

6. Force Majeure

If for any reason this Open Pitch is not able to be carried out as planned, due to (without limitation) infection by any computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure, act of God, war (whether or not declared), political coup or insurrection, rebellion, labour dispute, fire, epidemic, storm, flood, typhoon, explosion, legal enactment, government directive, order or regulation, any law or regulation having force of law or any other reason or cause beyond the control of the Organizer, the Organizer reserves the right (in its sole discretion) to cancel, terminate, modify or suspend this Open Pitch without any liability to any Entrant and to disqualify any Entrant who tampers with the entry process.

7. Privacy

The Entrant acknowledges and agrees that the Organizer may collect, use, and share the Entrant's personal information or any data, whether true or not, about an individual who can be identified from that data, or from that data and other information to which the organisation has or is likely to have access, such as (without limitation) the Entrant's name and registration details (**Personal Data**) with its agents, employees, representatives, associates, affiliates, parent and subsidiary companies and sponsors, partners and vendors (collectively, **Affiliates**) for the purposes of organizing this Open Pitch, sending to the Entrant information about the Organizer's products and/or services, and such other purposes as may be generally stated in or in accordance with the Organizer's privacy policy at

<https://www.discoverychannel.com.tw/>. The Entrant may indicate, on the Open Pitch registration page, that it wishes to opt out of receiving marketing emails from the Organizer. The Organizer may store Personal Data of the Entrant on servers in Singapore and/or in other countries. The collection, use, transfer and processing of Personal Data of the Entrant is governed by Singapore privacy laws and such other laws that are applicable to: (a) the country in which the Entrant is resident, and (b) the location in which the Personal Data is stored. If You have any questions regarding Personal Data or the Organizer's Privacy Policy, please contact us via our website, at <https://www.discoverychannel.com.tw/taiwanplus/en> or email us on DPO@discovery.com.

8. Waiver and Indemnity

- a. The Entrant waives any and all rights to pursue claims of any nature against the Organizer and its Affiliates in connection with this Open Pitch, the Entrant's redemption and enjoyment of the Award (if applicable) and/or any failure by a Award sponsor to deliver the Award to the Filmmaker. The Entrant further agrees that Organizer and its Affiliates are not liable for any claim, warranty, cost, damage, or injury incurred by the Entrant in connection with this Open Pitch and/or the Award/s.
- b. The Entrant indemnifies the Organizer and its Affiliates against any and all claims, losses, costs, damages, liabilities, and expenses arising out of the Entrant's breach of any of these Open Pitch Terms.

9. Governing Law

These Open Pitch Terms, and your participation in the Open Pitch, are governed by Singapore law and the courts of Singapore have exclusive jurisdiction over any disputes arising from the Open Pitch and/or the Open Pitch Terms.