

Asian Contents & Film Market Rules & Regulations

I. ACFM Definitions

- ① 「Market」 refers to the Asian Contents & Film Market.
- ② 「Organizer」 refers to the Asian Contents & Film Market Operating Committee that has been delegated by the Busan International Film Festival Organizing Committee.
- ③ 「Participants」 refers to a person who meets the conditions specified by the market and has registered in the market according to the procedure set by the Organizer.
- ④ 「Exhibitors」 refers to market participants who have registered in the Booths of the Market and approved by the Organizer in accordance with the procedures set by the Organizer.
- ⑤ 「Advertiser」 refers to a participant who has applied for and paid for advertising services in accordance with the market procedure set by the Organizer.

II. Organizer & Purpose

The Asian Contents & Film Market which will run as a combined On-site and Virtual market is organized by the Organizer. The purpose of these Rules and Regulations is to clarify the respective obligations and liabilities of all the participants of the Market.

III. Participation Eligibility and Participant Obligations

Registration at the Market is open to individuals, companies, institutions, associations and professional organizations conducting business, providing services, or engaging in activities in relation to the contents & film industry, including their directors and employees. The Organizer provides various services in relation to the Market only for use by those individuals, companies, institutions, associations and professional organizations, and their directors and employees, who have properly registered with the Market.

The Participants are expressly forbidden to exploit products or rights in any form whatsoever in violation of copyright laws. The offender will not be allowed to participate in the Market for 3 years. Furthermore, the registration of a Participant allows the Organizer to publish in its works, including the printed Market Guide Book and the databases online, all information given by the Participant, including his/her photo.

IV. Market Badge

Market badges can only be registered through the ACFM official website. Participants who have registered the market badge must comply with the regulations of the Market.

Persons under the age of 18 are not eligible for accreditation or ACFM registration, however, an

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exception may be granted after examination by the Organization. However, since Market Screening may contain contents that have not been rated, parental guidance is required.

Market Badge is strictly personal and under no circumstances may be passed on to another person, lent or exchanged, at the penalty of the offender losing all rights of access without any reimbursement of the registration fees. In the case of loss or theft, a new Market Badge will be issued and invoiced with charge. These rules are applied to complimentary Market Badges as well.

V. Booth

Booth is including the Sales Booth and Online Booth, the Organizer reserves the right to refuse the request for the reservation of Online Booth when the business activities or programs of the 'exhibitor' are inappropriate, internal judgement of the Organizer or the reasons laid down in Article 6 or 13 and others.

The Organizer allocates locations in the order of application and payment completion, the nature of the exhibits, and other reasonable methods. In special circumstances, the position allocated to the exhibitor may be changed at any time prior to the exhibition preparation period. Such a change is at the discretion of the steering committee, and the exhibitor cannot claim compensation.

The exhibitor must provide the market with information about the company, staff, lineup, and copyrighted works. This registered information will appear in ACFM official website and is the responsibility of the Participant alone. Exhibitors are obliged to provide accurate information, and the Organizer has the right to correct unclear information. In addition, photos, videos, company logos, etc. in Booths registered by the exhibitor can be used for the purpose of market promotion.

Installation and demolish must be completed in the regulated period by organizer, exhibitor must compensate to the organizer for any loss due to delay or damage to the exhibition hall.

Exhibitor must cover insurance for all materials and exhibits during the period of installment or demolish as well as during the exhibition period.

Organizer will devise appropriate precautionary measures to protect the rights and interests of exhibitors and visitors, but the exhibitor shall bear the ultimate responsibility for all goods of exhibitors.

All materials of booth and exhibits devices must be properly non-combustible in accordance with firefighting and safety regulations, and the Organizer may restrict construction work and demonstration if necessary.

Exhibitor shall bear the full responsibility for booths and theft of exhibits, damage, cannot claim compensation.

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VI. Market Screening

The Participants who are registered as exhibitors can make reservations to conduct Market Screenings and the reservation will be completed once the full Booth payment is made.

Or companies having international or world premiere films at Busan International Film Festival are also eligible for the reservation of Market Screenings.

The exhibitor must provide the title and basic information of the works scheduled for Market Screening to the market within the specified time limit. If there are unavoidable reasons such as entering film information or uploading a full movie, etc., that cannot meet the market schedule, the market must be notified in advance.

Applied films must go through the review by the Organizer in the order they are submitted, and films that disturb public order or do not conform to internal screening may be rejected. Failing to do so may cause your slots to be cancelled or screening information to be missed from publications or the online databases.

In the market screening, legal, technical, and copyright issues are the full responsibility of the participant, and the Organizer is not responsible for any problems caused by the participant's non-uploading or negligence.

VII. Advertisement

Advertisers are fully responsible for all advertisement content, and the market has the right to reject advertisements if problems arise from this. If the received advertisement does not meet the technical specifications, an additional technical fee is incurred, which is charged to the advertiser. If advertisement content is not received within the deadline after purchasing the advertisement, the advertiser waives all rights to the advertisement and refund.

VIII. Payment

Payment of Booths, Optional Service, Advertisement (hereafter "Market Services") can be paid by credit card and transfer, but Market Badge and Market Screening can be made by credit card. Invoices for all Market Services can be downloaded in an email sent after registration is confirmed or as a PDF file on the ACFM website.

IX. Cancellation and Refund

Except in the case of Booths upgrade repurchase, cancellations of Market Services can be made until its registration period is done with 30% of administrative costs deducted from the total amount paid. There are no refunds will be accepted after the registration period is done.

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X. Venue Operating Rules

Pets are not allowed in the market's venues, except for guide dogs and animals trained to guide the disabled are allowed. In this case, an official document will be required in advance.

All illegal activities, such as filming and recording, are prohibited without specific prior consent regarding exhibitions, events, etc. performed at the ACFM venue, and participants are not allowed to sell items for personal profit. Those found guilty of deed are allowed the Organizer to take the action of expulsion from the event venue.

XI. Public Safety

All participants must comply with quarantine guidelines and actively cooperate with the COVID-19 sanitary protocol in compliance

with the recommendations imposed by the Organizer. If there is a threat to public safety (such as a national crisis or natural disaster), evacuation is required, and participants cannot file a grievance as a result.

XII. Anti-Discrimination Statement

The Organizer prohibits all forms of discrimination and verbal and physical violence based on gender, religion, origin, color, age, etc. In case of violation, the Organizer may revoke the participant's rights.

XIII. Exclusion of Liability

The participant indemnifies and guarantees the Organizer and the related parties against any third party's litigation for all information and illegal activities of the participant.

The Organizer reserves the right to change the date(s) of the Market to other date(s) as the Organizer deems fit, or cancel, alter in character or mode, reduce in scale, shorten or extend the duration of the Market at any time without incurring any liability whatsoever to the Participant due to circumstances.

The Organizer provides insurance in case of unexpected accidents and the Organizer guarantees only within the coverage of the insurance.

XIV. Agreement

All Market Badge holders are regarded to agree with above regulations and articles.

In case of violation of the rules, the Market Badge will be returned immediately, access to the online platform will be disabled, and you may be excluded from participation without an official warning and refund, at the Organizer's sole discretion. In addition, penalties are given according to internal discussion, and participation in the following year is prohibited.

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XV. Interpretation and Arbitration of Regulation

These Rules and Regulations shall be governed by and construed in all respects in accordance with the laws of the Republic of Korea and Participants irrevocably submit to the exclusive jurisdiction of the Korean Commercial Arbitration Board.

Matters not specifically specified in this regulation are subject to the decision of the Organizer.

The items described in the Regulation may be amended by the Organizer in the interest of the Market, and participants must comply with the amendments as described in this Agreement.

**Asian Contents & Film Market Operating
Committee**

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