

## Asian Contents & Film Market Rules & Regulation

### I. ACFM Definitions

- ① 「Market」 refers to the Asian Contents & Film Market.
- ② 「Participant」 refers to a person who meets the conditions specified by the Market and has registered with the Market according to the procedure.
- ③ 「Market Badge」 refers to a physical credential issued for the purpose of accessing and participating in the Market.
- ④ 「Exhibitor」 refers to a Participant who have registered for a Booth of the Market in accordance with the procedure
- ⑤ 「Advertiser」 refers to a Participant who has applied for and paid for advertising services in accordance with the Market procedure.
- ⑥ 「Optional Services」 refers to any and all paid services and rental materials, including but not limited to furniture, electronic appliances, and stage facilities, that Exhibitors may additionally request based on their needs, supplementary to the standard fixtures and items provided upon booth application.
- ⑦ 「Event」 refers to conference, networking event, or any other individual program held during the Market, for which a Participants has explicitly expressed an

intent to participate, completed the pre-registration and payment procedures required by the Market, and obtained prior approval from the Market.

### II. Purpose

The Asian Contents & Film Market operates as a combined On-site and Virtual Market organized by the Market. These Rules and Regulations aim to clarify the respective obligations and liabilities of all Participants.

### 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 related to the content & film industry, including their directors and employees. The Market provides various exclusively to those who have properly registered with the Market.

Participants are expressly forbidden to exploit products or rights in any form whatsoever in violation of copyright laws. Any violator of copyright laws shall be banned from participating in the Market for the next three (3) years. By registering, each Participant shall be deemed to have consented to the disclosure of their

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information and photos in Market publications and Market online databases.

### IV. Market Badge

Market Badges can only be registered through the ACFM official website. Any Participant who has registered the Market Badge must comply with the regulations of the Market.

Minors under the age of 18 are not eligible for Market Badge issuance; however, exceptions may be granted upon review by the Market. In the case of pre-registration for a minor, a written consent form from a parent or legal guardian must be submitted to the Market. However, since Market Screening may contain contents that have not been rated, parental guidance is required.

Market Badges are strictly non-transferable and may not be assigned, rented, or exchanged. Any violation will result in restricted access to the Market and the Film Festival for the current year, and registration fees will be non-refundable. In the case of loss or theft, A fee of KRW 20,000 will be charged for the reissuance of a Market Badge. The Market reserves the right to refuse or limit the reissuance of a Market Badge if there are reasonable grounds, such as unclear circumstances surrounding the loss/theft or concerns regarding unauthorized use.

Participants who would like to have a representative collecting their Market Badges on their behalf must obtain prior approval from the Market. Upon receipt, supporting documents (such as a letter of authorization, the representative's ID, or proof of approval by the Market) must be submitted.

These rules also apply to complimentary Market Badges.

### V. Booth

Booth includes the Sales Booth and Online Booth, The Market reserves the right to refuse a booth registration request if the Exhibitor's business activities or programs are deemed inappropriate, based on the reasons specified in Articles 6 and 13, or according to the Market's internal judgment.

The Market 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 Exhibitors may be changed at any time prior to the Market preparation period. Such a change is at the discretion of the Market, and the Exhibitors cannot claim compensation.

The Exhibitors must provide the Market with information about the company, staff, lineup, and acquired works. The registered information will be displayed on the ACFM

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online site and within the offline exhibition spaces, and the Exhibitors shall be solely responsible for such information. Exhibitors are obliged to provide accurate information, and the Market has the right to correct unclear information. In addition, photos, videos, company logos, etc. in Booths registered by the Exhibitors can be used for the purpose of Market promotion.

Installation and dismantling must be completed within the period specified by the Market, and the Exhibitors shall compensate the Market for any losses caused by delays or any damage to the exhibition venue.

Exhibitors must cover insurance for all materials for Booths during the period of installation and dismantling as well as the exhibition period.

Market will devise appropriate precautionary measures to protect the rights and interests of Exhibitors and visitors, but the Exhibitors 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 Market may restrict construction work and demonstration if necessary.

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

#### VI. Market Screening

A Participant 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 Exhibitors must provide the title and basic information of the works scheduled for Market Screening to the Market within the specified time limit. If an unavoidable circumstance arises—including, but not limited to, delays in entering film information or uploading the screening copy—that prevents compliance with the Market schedule, the Exhibitors must notify the Market in advance

Submitted works shall undergo review by the Market in the order of receipt, and any work that disrupts public order or fails to meet internal screening regulations may be rejected. Failure to meet the Market schedule may result in the cancellation of the Market Screening application or the omission of

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information from Market publications and the online database.

The Participant shall bear sole and complete liability for any legal, technical, or copyright issues related to the Market Screening. The Market shall not be held liable for any issues arising from the Participant's negligence or failure to upload files.

#### **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 submitted advertisement does not meet the technical specifications, an additional technical fee is incurred, which is charged to the Advertisers. If advertisement content is not received within the deadline after purchasing the advertisement, the Advertiser waives all rights to the advertisement and refund.

#### **VIII. Event**

The Participant for the Event shall submit promotional and presentation materials to the Market within the designated deadline, in strict compliance with the specifications provided by the Market. In the case of an unavoidable circumstance where the Participant cannot meet the Market's schedule, scripts and on-site operation materials, or other documents, the

Participant must notify the Market in advance.

All materials (including but not limited to images, fonts, and videos) and presentation content provided to the Market must not infringe upon the intellectual property rights of any third party. The Participant shall bear sole and exclusive legal liability for any disputes arising in connection therewith.

In the Event that on-site system errors or delays in the commencement of a session occur due to the Participant's submission of sub-standard materials or delayed submission, all liability shall vest in the Event Participant, and the Market shall be fully indemnified and released from any and all liability.

#### **IX. Payment**

Payments for Booths, Optional Services, and Advertisements (hereafter "Market Services") can be paid by credit card and wire transfer, but Market Badge and Market Screening can be paid only by credit card. Invoices for all Market Services can be downloaded through the confirmation email sent after registration or as a PDF file on the ACFM website.

#### **X. Cancellation and Refund**

Any and all cancellations of payments may only be requested until the online registration deadline for the respective item.

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Except for cancellations initiated by the Market or cases of repurchase for booth upgrades, any cancellation made due to the Participant's unilateral circumstances shall be refunded after deducting a 30% administrative fee. However, following the registration deadline for the respective item, cancellations and refunds shall be strictly prohibited under any circumstances. Furthermore, any and all payments made on-site during the Market are strictly non-refundable.

#### **XI. Venue Operating Rules**

Guide dogs and animals trained to guide the disabled are allowed.

All illegal activities, such as filming and recording, are prohibited without specific prior consent regarding exhibitions and for any other Events whatsoever performed at the ACFM venue.

Participants shall not engage in commercial activities, such as selling items for personal profit. In the case of a violation, the Market reserves the right to expel the Participant from the venue.

#### **XII. Public Safety**

All Participants must comply with quarantine guidelines and actively cooperate with the sanitary protocol in compliance with the recommendations imposed by the Market. 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.

The Event may be postponed and canceled if it is required to follow the government's guidelines for force majeure reasons, such as natural disaster or additional infectious diseases, and all Participants shall be deemed to have agreed to such measures.

#### **XIII. Anti-Discrimination Statement**

The Market prohibits all forms of discrimination and verbal and physical violence based on gender, religion, origin, color, age, and for any reason whatsoever. Participants asked to stop engaging in hostile or harassing behavior are expected to comply immediately, and at ACFM's sole discretion are subject to immediate expulsion from the Market and revocation of any Badge.

#### **XIV. Exclusion of Liability**

The Participants shall indemnify and hold harmless the Market and related parties against any third-party litigation regarding all information and illegal activities of the Participants.

The Market reserves the right to change the date(s) and duration, alter the character, or reduce the scale of the Market at any time,

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without incurring any liability whatsoever to the Participant.

The Market maintains insurance for unexpected accidents, but shall not be held liable beyond the coverage provided by such insurance.

### **XV. Agreement**

All Market Badge holders shall be deemed to have fully agreed to and accepted all the regulations and articles.

In case of violation of the rules, the Market Badge must 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 Market's sole discretion. In addition, penalties are given according to internal discussion, and participation in the following year is prohibited.

### **XVI. 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.

Any matter not explicitly specified in this regulation is subject to the decision of the Market.

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

**Busan International Film Festival  
Asian Contents & Film Market  
3rd Floor, BIFF HILL, Busan Cinema Center,  
120 Suyeonggangbyeon-daero, Haeundae-Gu,  
Busan 48058, Korea**

**E-mail. [market@acfm.kr](mailto:market@acfm.kr)**

**Website. [www.acfm.kr](http://www.acfm.kr)**