

GENERAL CONDITIONS OF USE

Article 1. Purpose and scope

The www.talentunlimited.fr site (hereinafter the “**Site**”) is a non-commercial site whose purpose is to promote the “Talent Unlimited” program and calls for applications for CanneSeries and CannesFilms residencies. In particular, the Site aims to inform the public about the nature and organisation of the residencies and to provide any news relating to the Talent Unlimited program.

The purpose of these general conditions of use is to define the manner in which Vivendi implements and manages the Site.

Article 2. Definitions

Unless this document expressly gives a contrary definition, terms used herein that begin with a capital letter, whether in the singular or the plural, have the following meanings:

“**General Conditions of Use**” or “**CGU**” means this document specifying the terms of use of the Site and of the Services.

“**Vivendi**” means the European company and owner of the Site, with capital of €6,095,536,133.50, whose registered office is at 42 avenue Friedland, 75008 Paris, France, and which is registered at the Paris Commercial and Companies Registry under the number 343 134 763.

“**Equipment**” means all hardware and software including IT systems and networks, workstations, computers, telephones, mobiles, e-mail addresses, and tablets, that the User uses to access the Services, of which the User has exclusive custody and for which the User is exclusively responsible.

“**Party(ies)**” means Vivendi or Users of the Site, without distinction, whether individually or collectively.

“**Services**” means the services made available to Users on the Site by Vivendi, as described in the CGU.

“**Site**” means the website made available to Users by Vivendi and accessible via the URL address www.talentunlimited.fr, which allows access to and use of the Services on the terms and conditions provided by the CGU.

“**User**” means any natural person accessing the Site.

Article 3. Acceptance and enforceability

The Site can only be accessed and used subject to the User’s acceptance and observance of the General Conditions of Use, regardless of the purpose of the User’s visit.

When visiting the Site and/or using the Services made available via the Site, Users will be deemed to have read the General Conditions of Use, to have fully understood them and to entirely accept all their provisions without restriction or reservation.

If a User does not accept the General Conditions of Use, he or she must immediately stop accessing the Site and using the Services.

Article 4. Amendments

Vivendi reserves the right to amend and update the Site’s General Conditions of Use at any time and without prior notice. In that event, the amended CGU will enter into force as soon as they are put online.

Before using the Site in any way, Users must ensure that they are informed of any amendments by referring to the latest version of the CGU accessible on the Site at all times using the dedicated tab.

Article 5. Technical information

a. Technical requirements

Access to the Site can only be provided to Users with a compatible computer configuration that meets the following requirements:

- A broadband internet connection supplied by an internet service provider that is well-known on the market;
- More generally, the equipment and material means necessary to access and browse the Site.

Users are reminded that all expenses associated with access to the Site and its use, whether in terms of the cost of hardware, software or internet access, are the User's exclusive responsibility. Users are also solely responsible for the proper functioning of their computer equipment and their internet access.

In addition, it is the responsibility of Users to monitor possible developments in the computer and transmission resources available to them, to ensure that those resources are capable of adapting to changes to the Site.

Finally, access to the Site implies Users' knowledge and acceptance of the characteristics and limitations of the internet, in particular as regards technical performance, response times when viewing, querying or transferring information, the risks of interruption, and more generally, the risks inherent in any internet connection and transmission, the lack of protection for certain data against potential misuse, and the risks of infection by any viruses circulating on the network. Consequently, it is the responsibility of all Users to take all appropriate measures to protect their data and/or software stored on their computer equipment and any information that they may communicate to Vivendi via the Site, against any attacks.

b. Terms of access to the Site and availability

The Site is accessible free of charge, 24 hours a day and 7 days a week, via the URL address www.talentunlimited.fr, to any User satisfying the technical requirements referred to above, subject to the occurrence of an event of force majeure or an event outside Vivendi's control, and in the absence of any interruption, suspension or limitation that might occur in the context of maintenance and/or updating operations necessary for the Site to function correctly.

Due to the nature and complexity of the internet, and in particular its technical performance and response times when viewing, querying or transferring information, Vivendi is only obliged to use its best endeavors to ensure the accessibility, functioning and/or availability of the Site and/or of any items and Services accessible using the Site.

Vivendi reserves the right, without prior notice and without compensation, to interrupt, suspend or restrict access to one or more Services, or to close the Site temporarily or permanently, particularly, but without prejudice to the generality, for the purposes of updates or maintenance operations, modifications, developments or changes to operational methods, servers and accessibility times, or due to constraints of a legal nature.

Vivendi is not liable for damage of any kind that might result from such changes and/or from the temporary unavailability or permanent closure of all or part of the Site or of the Services.

c. Security

Vivendi will use its best endeavors, in accordance with professional practice, to secure the Site having regard to the risks incurred and the nature of the data processed.

The Site is an automated data processing system.

Users are prohibited from fraudulently accessing or remaining on all or part of the Site, and agree not to use any method of access other than the interface provided by Vivendi. In the event that a User discovers such a method or enters a restricted area, without authorization, even inadvertently, that User undertakes to inform Vivendi of this without delay so that it can take the necessary steps.

Users are also prohibited from deleting or altering the data contained on the Site, from fraudulently inserting data on the Site and from making any changes to the functioning of the Site. In particular, Users must ensure that they do not introduce any virus, malicious code or any other technology that might be harmful to the Site.

Any access to a prohibited area will be regarded as fraudulent access.

Users undertake to treat any data of which they become aware during such access to an unauthorized space as confidential, and consequently, undertake not to disclose them.

Users also undertake not to carry out any operation intended to overload a page or that has the effect of impeding or distorting the functioning of the Site.

Users undertake not to use devices or software of any kind that have the effect of disrupting the proper functioning of the Site and of the Services.

User also undertake not to take any action that would subject the Site's infrastructures to a disproportionate load.

Article 6. Use of the Site by minors

If the User is a minor, he or she cannot use the Site unless (i) prior authorization from the person or persons with parental authority over him or her has been obtained; and (ii) the holder or holders of parental authority over him or her has/have agreed to stand surety for his or her compliance with the CGU.

Any use of the Site by a minor User shall take place under the full responsibility of the holder or holders of parental authority concerned.

Article 7. Description of the Services

The Site makes the following Services available to Users:

- A description of the objective pursued by the Talent Unlimited program;
- Information presenting the "CannesFilms" and "CanneSeries" residencies;
- An application form for the two residencies;
- A contact form;
- A list of the program's partners.

It is specified that the information published on the Site is provided by Vivendi strictly and exclusively for information purposes and on an indicative basis. Consequently, the information provided does not claim to be exhaustive.

Vivendi uses its best endeavors to keep the Site up-to-date and to publish reliable and valid information. However, despite the care and attention devoted to the selection of sources and the drafting of content and information, Vivendi cannot guarantee the integrity, accuracy, exhaustiveness, topicality or other quality of the information published on the Site.

Article 8. Vivendi's responsibility/Absence of warranty

Vivendi is under an obligation to use its best endeavors in the context of making the Site and the Services available.

Users acknowledge and accept that Vivendi will not be held liable in any way:

- For damage resulting from actions on the part of the User and/or of third parties and/or from events of force majeure as defined in Article 1218 of the French Civil Code;

- For any inaccuracy or omission affecting the information available on the Site;
- More generally, for any indirect damage, regardless of its cause, origin, nature or consequences, in particular including losses of profits, customers, data or intangible assets that might result from access by any person to the Site or from the impossibility of accessing the Site, or from the credence given to any information directly or indirectly originating from the Site.

Furthermore, Vivendi does not assume any obligation or responsibility, in any form whatever, with respect to:

- The consequences of any interruption or failure of the internet and/or of internet access services;
- The consequences of non-compliance by the User with the CGU;
- The consequences of any security failure and/or vulnerability of the User's equipment (computer, telephone, etc.);
- The User's negligence or breaches in the use of the Site and/or of the Services.

Finally, without prejudice to the generality, Vivendi gives no warranty, whether express or implied, with respect to the absence of breach of third-party rights, the continuity, performance and/or permanence of the Site, and/or as to the suitability of any of the elements of the Site for a particular use or for the User's needs, and/or as to their conformity in that respect.

Article 9. Users' responsibilities

Users are responsible for the use they make of the Services on the Site and for the equipment that they use to access the Site and to use the Services.

Users undertake to access the Site and to use the Services under their exclusive responsibility. They also undertake only to use the Site, the Services and the information to which they have access, in accordance with the CGU.

Article 10. Intellectual Property

The Site and/or any element of the Site (particularly of a graphical, textual, audio or photographic nature) are protected by intellectual property rights (in particular including copyright and rights to patents, brands, designs and models, databases, domain names and any other existing or future, French or international, intellectual property rights) and belong to Vivendi or to third parties that have authorized Vivendi to use and exploit them.

Use of the Site does not in any way confer on the User any property right, and in particular any intellectual property right, over the Site and any of its elements.

Users are only granted a personal, non-exclusive right of access to the Site, free of charge, which is exclusively limited to consultation of the Site and/or of the items found on the Site and to use of the Services.

Accordingly, Users are strictly prohibited from representing, reproducing and/or exploiting the Site or any of its elements, whether in whole or in part, in any form and by any means whatever, without first obtaining Vivendi's express and specific consent in writing.

Users undertake not to copy, modify, assemble, decompile, alter, sell, lease, lend, broadcast, distribute or transfer the Site and/or any of its elements, to create works derived from the Site and/or its elements, or to authorize third parties to commit such acts or to allow them to do so, without first obtaining Vivendi's express and specific consent in writing.

More specifically, Vivendi's names, logos, and, in general, distinctive signs that appear on the Site are registered trademarks of Vivendi or of third parties that have authorized Vivendi to use them. Any representation, reproduction and/or exploitation of these trademarks of any kind, whether in whole or in part, is prohibited.

Furthermore, any databases that may appear on the Site are protected by the applicable provisions of the French Intellectual Property Code relating to the legal protection of databases. As such, Vivendi expressly prohibits any reuse or reproduction of these databases, or the extraction of any data that they contain.

Any reproduction or representation of the Site or any of its elements, whether in whole or in part, without Vivendi's express and specific consent in writing first having been obtained, constitutes copyright infringement and/or unfair competition and/or parasitism, and as such, is liable to result in civil and criminal proceedings.

Article 11. Hypertext links

The Site may include hypertext links to other websites. These are third-party sites not governed by the CGU.

Since such websites are published by independent third-party companies and Vivendi cannot control their content, Vivendi disclaims any liability with respect to their content, which is the sole responsibility of their publishers, and cannot assume any liability as to the content, advertisements, products, services or any other material available on or from such third-party websites.

Consequently, Vivendi recommends all Users to review the terms of use applicable to such websites.

Article 12. Use of cookies

Vivendi uses cookies in the context of managing the Site.

For more information, please refer to the cookies management policy at the tab [Cookie Management](#).

Article 13. Miscellaneous provisions

a. Waiver

The fact that any of the Parties may tolerate a situation does not have the effect of granting the other Party any acquired rights.

Furthermore, such tolerance cannot be interpreted as a waiver of entitlement to assert the rights in question.

b. Independence of the Parties

The General Conditions of Use do not constitute an association, a franchise, or a mandate given by one of the Parties to the other.

None of the Parties can assume an obligation for and on behalf of the other Party.

In addition, each of the Parties remains solely liable for its actions, claims, commitments, services, products and personnel.

c. Subcontracting

Vivendi may subcontract management of the Site and/or the provision of the Services.

d. Article headings

In the event of difficulties of interpretation resulting from a contradiction between any of the Article headings appearing in the General Conditions of Use and any of the Articles themselves, the heading will be deemed not to exist.

e. Invalidity

If one or more of the provisions of the General Conditions of Use are held to be invalid or are declared null and void pursuant to any law or regulation or as a result of a decision of a competent court having the force of *res judicata*, this will not in any circumstances affect the validity and legal force of the other clauses of the General Conditions of Use.

f. Whole agreement clause

The General Conditions of Use express the whole of the obligations of the Parties.

No general or specific condition appearing in documents sent or delivered by Users may be included in these Conditions.

g. Choice of law

These General Conditions of Use are governed exclusively by French law.

Any dispute arising directly or indirectly from the use of the Site and/or of the Services will be subject to the jurisdiction of the French courts.