[FR] Concept of Reality TV under Threat?

IRIS 2008-4:1/19

Amélie Blocman
Légipresse

On 12 February 2008 the court of appeal in Paris established that a document, the "participants' regulations", which had been signed between the three complainants in the proceedings, who were participants in the *L'Ile de la Tentation* reality TV broadcast, and the production company Glem, a subsidiary of TF1, had constituted a permanent employment contract. The production company held that the concept of the programme, consisting of "filming the day-to-day existence of several couples on a paradise island, to test the strength of their love", did not involve more than entertainment, excluding any manual, artistic or intellectual work, in return for the participants following a few simple rules. The court of appeal did not share this view; it held that "the involvement of cameras in the participants' private lives, even if this was with their consent, was not merely entertainment and did not exclude constraint" since the action consisted of "putting people to the test" and the work they were required to do was covered by the "regulations" agreed by the parties, which required the participant's continuous availability for filming and prevented them from leaving the site or communicating with the outside world. The court also qualified the nature of this provision of work as subordinate, as participants were under the authority of the producer and had to follow his rules. On the matter of remuneration, the court found that the EUR 1,525 paid under the participants' regulations did not in fact constitute a guaranteed minimum in respect of the royalties to be received under a licence contract, but rather a salary in return for the work undertaken. The court also upheld the request for the payment of back pay and overtime, in compensation for irregular, wrongful dismissal, and even for "hidden work". On the other hand, it turned down the complainants' claim for application of the collective agreement for performing artistes involved in television programmes. At the end of the proceedings, the production company was ordered to pay more than EUR 27,000 to each of the three participants, and it has announced that it will appeal this decision. The consequences of the decision for this type of production will therefore not be immediate, but if the appeal court were to uphold this jurisprudence, *Star Academy* or the *Secret Story* game, for example, would obviously be seriously affected, in view of the round-the-clock filming that is the very core of the concept.

Cour d'appel de Paris (18e ch.), 12 février 2008, SAS Glem c/ A. Laize et a.. (3 espèces)

© European Audiovisual Observatory (Council of Europe) 2026

Court of appeal in Paris (18th chamber), 12 February 2008, Glem S.A.S. vs. A. Laize and al. (3 cases)

© European Audiovisual Observatory (Council of Europe) 2026

© European Audiovisual Observatory (Council of Europe) 2026