

9 key points of the Assignment of Rights Agreement

March 2014,

This document is a summary of the Assignment of Rights Agreement that you sign if your submission is selected as winning submission of a contest organized by eYeka on the eYeka website (www.eyeka.com).

For further details, please refer to the numbers in brackets: they refer to the articles of the Assignment of Rights Agreement attached to the Rules of each contest.

This document is provided for information purposes only and is not legally binding.

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I. Identification of the Parties

The Assignment of Rights Agreement is signed between **the creator** who entered a contest organized on the eYeka website and **the company** for the benefit of which eYeka organized the contest.

For the purposes of this assignment of rights, **eYeka** represents and signs in the name and on behalf of the company.

II. Purpose of this agreement (art.1)

The creator holds all the property rights for the work which is selected as a winning submission of a contest organized by eYeka.

Pursuant to the rules of the contest in which the creator entered, the creator **irrevocably** assigns to the company the intellectual property rights in his/her work in order to enable their use by the company.

III. Assignment of rights

a. Scope of the assignment (art. 2.1)

The creator assigns to the company:

- all of his/her intellectual property rights (any and all rights in copyrights, neighboring rights, trademarks, designs, domain names, trade secrets, know-how and confidential information) **in the work** and,
- all **the elements** contained therein (including without limitation any photographs from the work, dialogs, characters, illustrations, title, including those which were not created by the creator),
- on an **exclusive** basis,
- on a **worldwide** basis (art. 2.7).

b. Rights assigned to the company (art. 2.2)

The creator assigns to the company all of his/her rights **to reproduce and to broadcast** his/her work in whole or in part.

The intellectual property rights assigned include in particular the right:

- to create any versions of the work,
- to publish it,
- to copy and to modify it,
- to broadcast it in a public place on TV or on any other media, by way of public presentation,
- to license or assign it,
- to commercialize any product using the work.

c. Ideas, themes and concepts (art. 2.3)

The creator authorizes the company to produce and market items premised upon **the ideas, themes and/or concepts** developed in his/her work.

d. Uses of the work (art. 2.4)

The creator assigns to the company the rights to use his/her work **for all processes and methods, in any and all media now known or developed in the future.**

The assignment covers in particular the following types of use:

- for purposes of advertising and promoting the company and/or products thereof,
- for any commercial, trade or other purpose which the company deems necessary or desirable,
- on the Internet, on the mobile telephone network, by all processes inherent to this mode of communication,
- for broadcasting the work (through Hertzian wave, cable, satellite, digital TV),
- in public places, exhibitions and promotional events,
- for the copy of the work by all media and on all supports, including without limitation CD, DVD, Blue-Ray Disc, USB key drives, hard drives.

e. Filling intellectual property rights application (art. 2.5)

- The creator assigns to the company the exclusive right **to file and register** in the company's name, all industrial property rights that may subsist in the work. This includes all applications to register designs or models, a trademark or domain name be it domestically or internationally.
- The creator agrees to allow the company to use the work, in whole or in part, for the purposes of a **company name, trade name or sign.**

f. Freedom to use the work or not (art. 2.6)

- The company has **no obligation to use** the work.

- The company is entitled **to suspend**, terminate or resume the use of the work at any moment.

g. Term validity (art. 2.7)

- The creator assigns his/her rights **for perpetuity** if it is permitted by applicable law.
- To the extent perpetual assignment of intellectual property rights is not possible under applicable law, this agreement has effect **for the legal duration** of protection of the assigned rights as established in this agreement.

h. Waiving of moral rights (art. 2.8)

- To the maximum extent permitted by applicable law, the creator irrevocably **waives all of his/her moral rights** in each copyright work or such other subject matter comprised in the work.
- To the extent such waiver is not possible under applicable law, the creator agrees, unless prohibited by applicable law, **not to enforce such rights**.

IV. Use of work by the creator – Confidentiality (art. 3)

The rights assigned are **exclusive rights**. The creator **may not use** the work or any part thereof for commercial distribution, sale or any commercial purposes.

- The company may agree that the creator may use the work **for the sole purpose of presenting** his/her work including artistic showing, online posting on a personal website, or through a personal account on video sharing website or social network websites.
- **CONTESTS ORGANIZED AS CONFIDENTIAL ON THE EYEKA WEBSITE:** The creator must keep the work, the identification details of the company and the fact that he/she has assigned the intellectual property rights on the work to the company **as confidential** and must not disclose such elements to any third party throughout the term of the agreement. The creator must not disclose any confidential information except to the extent such disclosure is required by Law or a court, is reasonably necessary to advise his/her personal legal or financial counsel, the tax administration, or his/her immediate family members.

V. The creator's credit (art. 4)

The creator expressly accepts that – according to custom – within the scope of using works for advertising and applied arts, the work is reproduced and/or represented **without mentioning his/her name**.

VI. Remuneration (art. 5)

The creator receives **the prizes set forth in the Assignment of Rights Agreement**.

Payment of this compensation is made **by eYeka**, acting on behalf of the company and in its name.

The prizes are paid out **by eYeka** acting on behalf of the company and in its name, **to the winners' Paypal account** and via the eYeka account.

In the event that the Paypal system is not available in the winner's country, the prizes will be paid by eYeka by wire transfer to the winner's bank account.

VII. Protection of the assigned rights (art. 6)

The company has the exclusive right to take any action **to prevent or stop any infringement** of the work.

VIII. Warranties and indemnities (art. 7)

The creator warrants that his/her submission is **original** and he/she is the **sole proprietor** of the intellectual property rights in his/her work.

If not, the creator warrants that he/she has obtained **written permission** from each of the authors who have contributed to his/her work.

The creator warrants that the company **quietly enjoys and exercises** all of the rights attached to his/her work and his/her submission does **not infringe any third party's rights**.

IX. Governing Law and Jurisdiction (art. 9)

The agreement is governed by **the laws of the country in which the company** is incorporated and any dispute which arises in connection with this agreement will be brought before the court having jurisdiction over such matters in the city **where the company has its headquarters**.