

10 key points of the Contest Rules

March 2014,

This document is a summary of the Rules of the contests organized by eYeka on the eYeka website (www.eyeka.com). The Rules set forth the rights and obligations of the participants.

For further details, please refer to the numbers in brackets, they refer to the articles of the Rules of each contest.

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

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I. Organizers' details of the contest

eYeka is organizing a contributive call for entries on behalf of a **company** (art.1). The company' details are set forth in the Rules unless the contest is organized as confidential on the eYeka website.

II. Compliance with the contest Rules

These Rules are legally binding (art. 12). Before entering the contest, applicants must accept the Rules and undertake **to abide by the provisions** of the Rules.

They acknowledge that in the event of fraud or breach of the Rules, their participation in the contest and/or the prize granting will be deemed as **void** (art. 2.9, 3.4, 10).

III. Participation in the contest

- Unless otherwise specified, the contest is open to **anyone with no restriction of age or place of residence**. The participation of minors is however subject to parental approval (art. 2.3).
- Participation in the contest is subject to having first created a **user account** on the eYeka website and **agreeing to the Site Usage Agreement** (art. 2.4 , 7.3). Only submissions uploaded during the Uploading Period can enter the contest (art. 2.2).

IV. Obligation to submit artistic creations

The contest involves **making creative submissions** (art. 1, 2.1). The participants must not submit any illicit content (art. 3.1).

These submissions must **comply with**:

- Laws and regulations (art. 3.1) and,
- The contest brief and guidelines (art. 2.1, 3.2).

The eYeka website is the **only channel** by which submissions to the contest may be submitted. Submissions transmitted by any other mean will be void (art 2.4).

The participants must **specify the source** of the artistic elements integrated into their submissions in the description for their work (art. 3.3).

V. Use of the company's materials - Confidentiality

- Use of the company's materials (art. 2.7): In the event that any elements protected by intellectual property rights are **made available** by the company, the right to use these is restricted to the creation of the submissions **for the purpose of participating in the contest** on the eYeka website.

No modification is permitted except for reasonable trimming and cropping them to fit the submissions.

- **CONTESTS ORGANIZED AS CONFIDENTIAL ON THE EYEKA WEBSITE** (art. 2.6):

- The submissions uploaded by Participants **are not posted** on the eYeka Website during the term of the Contest.
- In addition to uploading their submissions on the eYeka website for viewing by the company or eYeka, each participant must keep his/her submissions **confidential**. Thus, participants undertake not to disclose or communicate, to any third party whatsoever, any or all of the submissions.
- Participants may only disclose the submissions to the people who are **directly involved** in the creation of the submissions.
- This obligation is effective until **the selected winners are announced**. For winning submissions, this confidentiality obligation **is ongoing** and any disclosure of the applicable submission is subject to the terms of the Assignment of Rights Agreement.

VI. Selection of the winning submissions

Winning submissions are selected by a **panel of employees** of the company and/or eYeka (art. 4.1) pursuant to the **following criteria**: quality of execution, narration, relevance to the brief and originality of the submission (art. 4.2).

Winners will be notified **by eYeka** acting on behalf of the company and on its name **by email** to the email address provided during registration on the eYeka website (art. 4.4).

Winners agree that eYeka **posts their username** on eYeka communication media (including eYeka blog, eYeka Twitter and Facebook accounts) (art. 4.4) and **reproduces their name**, surname and prize information in connection with the contest, for promotional and press relation purposes, including on the eYeka website without further payment (art. 11).

eYeka will disclose winners' personal details (including first name, last name, postal address, Id or passport number and date of birth) **to the company** (art. 13).

VII. Prizes

Winners will receive **the prizes set forth in the Rules** (art. 5.1).

The prizes are the total amounts payable **for the assignment of the intellectual property rights** in their submissions to the client (art. 5.2).

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 used to upload the submissions no later than eight weeks after the end of the uploading period (art. 5.4).

Prize funds is subject to:

- Creating and having a **valid Paypal account** to enter the contest (art. 2.4).
- Providing eYeka with duly **initialed and signed copies of the Assignment of Rights Agreement** and returning to eYeka the **Submission master** in the format and medium as indicated by eYeka (art. 6.5).

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

The winners are responsible for **the declaration of the payments** to their tax authorities and for the payment of all taxes and any social security charges at the applicable rates, which may be due as a result of receiving these prizes, where and to the extent applicable (art. 5.3).

VIII. Use of the submissions

a. Use of the winning submissions (art. 6)

The winners **assign** to the company the intellectual property rights in their submissions. To that end, eYeka will send an Assignment of Rights Agreement to the winners by email (art. 6.1).

A template of the Assignment of Rights Agreement is **available in appendix** to the Rules. Terms and conditions of the Assignment of Rights Agreement are **not negotiable** (art. 6.4).

The Assignment of Rights Agreement is signed between **each winner** and **eYeka** acting in the name and on behalf of the company (art. 6.1).

The rights granted by the winners of the contest are assigned for the **legal duration of protection** of the assigned rights as established in the Assignment of Rights Agreement (art. 6.2).

The winner must initial and sign and return to eYeka copies of the **Assignment of Rights Agreement** and the **submission master** in the format and medium as indicated by eYeka (art. 6.5).

If a winner **fails to return** the initialed and signed Assignment of Rights Agreement and the master before the fixed term, this may result in disqualification and **an alternate winner** may be selected at the company's own discretion (art. 6.6).

The company and/or eYeka may request that the winner makes **modifications** to the submission should it become necessary for any use of the submission (art. 3.6).

b. Use of all accepted submissions

Except for the winning submissions, the participants **retain all of their intellectual property rights** in the submissions (art. 2.8, 7.4).

The same applies should the company decide **not to acquire** the intellectual property rights in the winning submissions (art. 6.7).

Solely by their participation in the contest, participants expressly authorize the company to reproduce and to make the submissions **available to the public** for external communications, public relations, and corporate communications and **analysis** on a fixed-term basis (art. 7.1).

Each participant authorizes the company to produce and market items premised upon **the ideas, themes and/or concepts** developed in their submissions (art. 7.2).

Participants agree that the company has **permanent access to several sources of works**, concepts, ideas, innovation and more generally creative materials of any kind that are developed internally or by the company's external partners (art. 8) and that the company may develop works that happen to be similar to a submission without such resemblance being an infringement.

IX. Warranties and indemnities (art. 9)

All participants warrant that their submission is **original** (art. 9.3) and that they are the **sole proprietor** of the intellectual property rights in their submission (art. 9.6).

If not, all participants warrant that they have obtained **written permission** from each of the authors who have contributed to their submission (art. 9.4, 9.5).

Participants who assign the rights in their submission warrant that the company **quietly enjoys and exercises** all of the rights related to their submissions (art. 9.2).

All participants warrant that their submission **does not infringe any third party's rights** (art. 9.3).

All participants **indemnify and hold eYeka and the company harmless** against any claim in relation to any breach of these Rules by the participant, any claim by a third party that the participant's Submission infringes or may infringe (art. 9.1).

X. Disclaimers and limitations of liability (art. 14)

- The Company and eYeka **cannot be held liable** in particular in the event of internet connectivity issues, loss or damage related to the loss of submissions, contamination by any potential virus or intrusion by a third party in a participant's modem or other equipment.
- The limitations of eYeka's liability **do not apply** in particular in case of bodily harm or death caused by a negligent act or omission of eYeka.