

Official rules for participating in the "KITKAT - Snap Out of It - Storyboard" contest

1. ORGANIZATION OF THE CONTEST

Nestlé Australia Ltd., a company organized under the laws of Australia is organizing a contributive call for entries, hereafter referred to as the "Contest".

Nestlé Australia Ltd. is hereafter referred to as "the Company".

The Contest is organized on the Company's initiative. The Company has gained access to Eyeka's services. EYEKA is a limited liability company registered under French law, with share capital of € 518 018, registered under number 488 120 916 RCS Paris, having its headquarters at 79 rue la Boétie, 75008 Paris, France.

Conditions of access and participation in the Contest are defined in these rules ("Rules").

2. PARTICIPATION IN THE CONTEST

2.1

The Contest consists of making creative works (hereafter designated as "Submissions") complying with the guidelines available on the page of the Contest on the Eyeka website (www.eyeka.com) and defined in article 3 of these Rules and uploading these Submissions onto the Eyeka Website.

At the end of the Contest, some of the accepted Submissions will be selected as winners of the Jury's Prizes in the terms set forth in the Rules.

The number of Submissions submitted by each participant to the Contest is not limited.

2.2

Participating time in the Contest is set forth as follows:

2.2 **PARTICIPATING TIME:** Uploading time on the Eyeka Website is from 20 January 2017 at 11.00 UTC through 5 February 2017 at 23.59 UTC ("Uploading Period")

Accepted Submissions are eligible for the **Jury's Prize** under the conditions set forth hereafter.

2.3 **Minors' participation:** Minors are not entitled to take part to the Contest

2.4 Participation in the Contest is subject to having first created a user account on the Eyeka Website. In addition to the details required to create a user account (user name, email address, last name and first name) participants must fill in their personal account with all information enabling Eyeka to promptly notify the winners (phone number and postal address).

The Eyeka Website is the only way of submitting Submissions to the Contest. Submissions transmitted by any other mean shall be void.

Prize funds will be paid out to winners through Paypal. Thus, participants must have a valid Paypal account to participate in the Contest.

The participants expressly agree that, should they decide to close their user account, their Submission and its process will remain submitted to the Rules.

2.5 The employees of the Company and Eyeka, as well as their relatives (parents/grandparents, descendants, spouses) cannot participate in the Contest.

2.6 Apart from uploading the Submissions on the Eyeka Website in order to be viewed by the Company, Eyeka or any person designated by the latter, each participant must keep his/her Submissions confidential. Each participant also undertakes to keep all material and information related thereof, including but not limited to the brief, provided by Eyeka for the Contest (hereafter the Contest Material) confidential for as long as the information contained in the material, especially those in connection with the business activities, strategies and plans of the Company have not been disclosed into the public domain, thus participants hereto shall undertake not to divulge or communicate, to whomsoever, either directly or indirectly, any or all of the Submissions or the Contest Material. Participants may only disclose the Submissions or the Contest Material to the people who are directly involved in the making of the Submissions or the Contest Material and who have a need to view the Submission or the Contest Material in order to carry out the participation in the Contest by the participant.

Participants acknowledge that any such unauthorized communication may cause loss or damage to Eyeka and/or the Company for which an award of damages is not an adequate remedy.

For Submissions that are selected as Selection of the Jury prize winners, this confidentiality obligation is ongoing and any disclosure of the applicable Submission will be subject to the terms of the assignment agreement entered into in accordance with article 6.1 below. For all other Submissions, this confidentiality obligation shall survive for a period of three (3) years from the end Uploading Period.

2.7 Before participation in the Contest:

- Participants must read these Rules carefully and accept these Rules in their entirety.
- Participants undertake to abide by the provisions of these Rules and acknowledge that in case of breach of the Rules, their participation in the Contest and/or the prize granting shall be deemed as void.

2.8 Submissions that do not comply with the criteria defined in these Rules shall be deemed as void.

3. SUBMISSION GUIDELINES

Without prejudice to the formats of Submissions defined in article 2.1 above, Submission guidelines as prescribed are defined hereafter:

3.1 Submissions must comply with the guidelines stated in the brief available on the Eyeka Website:

CONTEST NAME

KITKAT Snap Out of It - Storyboard

TITLE

A KITKAT a day, keeps the drama away

FULL BRIEF

CONTEXT

KITKAT has always been known as the perfect accompaniment for a break. Think "Have a Break, have a KITKAT". The campaign shows various situations where KITKAT helps a person in putting a much needed 'pause' to life. In this way, KITKAT and breaks have become synonymous.

The idea of breaks has evolved from traditional long time outs (mid-afternoon coffee breaks) to people taking small, fluid breaks throughout the day (checking messages or Facebook feed on mobile). This is because of people always being on the go and time-poor to take longer breaks.

Because of a fast paced life and always multi-tasking, there are situations when a person gets so stretched and has pushed so hard that they just start reacting dramatically. It's during these times that they really need a break and KITKAT wants to be there for them. KITKAT can help during these situations to take a break, Snap Out of it and avoid all the drama.

Can you help us tell a funny and relatable story based on this idea?

BRIEF/CREATIVE CHALLENGE

Create storyboards for a funny and relatable story which shows people reacting dramatically to frustrating situations and how KITKAT can help them Snap Out of it and put the situation into perspective, without the drama.

Your story will include the following 3 stages –

- 1) Situation: Reacting dramatically to frustrating situations
- 2) The Break: Consumption of KITKAT and Snapping Out of it
- 3) Benefit: Fresh perspective to the situation

1) Situation

The situations you show which makes a person react dramatically have to be relatable and based in everyday life. Their reactions don't have to be extremely over the top but believable and relatable. These situations, even if they are small, feel like a big deal at that very moment when they happen and drive us crazy sometimes.

2) The Break

Please make sure that you clearly show the 'break moment' with KITKAT and how it helps a person Snap Out of it and put the situation into perspective, without the drama. The ritual of having a break with KITKAT is the snapping of a KITKAT finger and eating it. This must be shown in your story.

3) The Benefit

Thanks to the KITKAT break, you have snapped out of the reaction and drama with a fresh perspective on the situation – it's just not that big a deal.

Story Examples to get your creative juices flowing

- 1) A situation where a person is all set to binge-watch a season on Netflix. As soon as he sits in front of his TV, he sees the message – Network not available. This makes him annoyed as he had been looking forward to binge-watch the entire series. In the heat of the moment, he tosses the bowl of popcorn in the air which instead, falls on him like rain.
- 2) He breaks a KITKAT finger, snaps it and snaps out of the drama. 3) He calmly realizes that it's just an internet cable which is unplugged. He attaches it again to the TV and starts watching.
- 1)A situation where a guy is running to catch a train to work but misses the train. It's annoying to miss a train but not really the end of the world. Still the guy starts reacting over-dramatically. 2) He breaks a KITKAT finger, snaps it and snaps out of the drama. 3) He realizes that there's a train every 5 minutes, he doesn't really need to rush and can still get to work almost on time.
- 1) Assembling an IKEA table where a girl follows all instructions to the tee but is still not able to complete the

assembly successfully. There is a missing screw which she can't seem to find. This makes her over-react as she clearly followed all the steps. 2) She sits down and breaks a KITKAT finger, snaps it and snaps out of the drama. 3) She realizes that the missing screw is actually stuck under her slippers.

KITKAT's brand personality is about intelligent and observational humor. It's clever, slice-of-life and extremely relatable. Think of Graham Norton as a person who represents KITKAT's brand personality. He has a funny take and perspective on everyone and everything. His humor is intelligent, observational and never slapstick.

Use visuals and texts to tell your story step by step so we clearly understand what happens in each part. You can use sketches, designs or images as visual aids to explain your story.

TIPS

The examples are only provided to illustrate our expectations. Please do not use them in your submission or it will be rejected.

Example of a good entry: A good example of a story will have situations which are annoying in daily life and will be highly relatable and humorous because of people reacting dramatically. KITKAT will help them take a break, snap out of it and avoid all the drama.

Example of a bad entry: A bad example would be showing a highly negative, life-threatening situations or fantastical situations. We want you to depict situations which are relatable and every day. Another bad example would be a story which over-exaggerates and over-promises KITKAT's benefit.

WINNING CRITERIA

Through humorous and relatable stories, the best entries will show frustrating situations which makes a person react dramatically and how KITKAT allows a person to take a break, Snap Out of it and avoid the drama.

GUIDELINES

Specific guidelines for this Contest:

- Entries must be in English only.
- Your story-board needs to include a consumption moment with KITKAT (For e.g. breaking a KITKAT, Snapping it and Snapping Out of the drama)
- The situation you show has to be a daily life situation (no going to the moon, etc.).
- The dramatic reaction to the situation should be believable (no jumping off the cliff, etc.)
- Please don't over-exaggerate KITKAT's benefit and make tall claims which the brand can't fulfill.
- Make sure that you don't show over-consumption of KITKAT.
- Your entry must include storyboards (visuals+text) for your idea.
- You can download the KITKAT logo and product shot from the Creative Toolkit for your reference.

FORMAT

Storyboards (Visuals+Text) – Maximum 4 pages per entry.

TEASER

KITKAT has always been known as the perfect accompaniment for a break. Think "Have a Break, have a KITKAT". The idea of breaks has evolved from traditional long time outs (mid-afternoon coffee breaks) to people taking small, fluid breaks throughout the day (checking messages or Facebook feed on mobile). This is because of people always being on the go and time-poor to take longer breaks. Because of a fast paced life and always multi-tasking, there are situations when a person gets so stretched and has pushed so hard that they just start reacting dramatically. It's during these times that they really need a break and KITKAT wants to be there for them. KITKAT can help during these situations to take a break, Snap Out of it and avoid all the drama.

Can you help us tell a funny and relatable story based on this idea?

Create storyboards for a funny and relatable story which shows people reacting dramatically to frustrating situations and how KITKAT can help them Snap Out of it and put the situation into perspective, without the drama.

ACTIVATION TEASER

Create storyboards for a funny and relatable story which shows people reacting dramatically to frustrating situations and how KITKAT can help them Snap Out of it and put the situation into perspective, without the drama.

Format: Storyboards (Visuals+Text) – Maximum 4 pages per entry.

3.2 Participants undertake not to upload Submission, of any kind or any nature:

- which is an infringement of an intellectual property right, an unfair competition/passing off;
- which constitutes justification of crimes against humanity or war crimes, Nazism, justification of other crimes, offences or fines, a denial of the existence of crimes against humanity or known acts of genocide; a violation of human dignity;
- which encourages to commit offences or crimes of any kind whatsoever including terrorist acts;
- which is violent or pornographic, pedophilic or likely to violate anyone's sexual integrity;
- which constitutes justification of crimes against animal welfare or encourages to commit offences or any kind of action against animal integrity and animal welfare;

- which is a breach of public order or decency;
- which is defamatory, libelous, or insulting of or to any individual or legal entity;
- which is racist, xenophobic, a denial of Holocaust or likely to damage anyone's reputation, which provokes or condones discrimination, hatred or violence vis-à-vis an individual or group of individuals on account of their origin, sex, family situation, physical appearance, family name, health, disability, genetic characteristics, morals, actual or assumed sexual tendencies, age, political opinions, union activities, actual or assumed adherence to an ethnic group, nation, race or religion;
- which is an invasion of privacy or which breaches privacy or any right of publicity, be it personality rights or otherwise;
- which contains any virus, worm, Trojan horse or any computer file or program that is liable to interrupt, totally or partially destroy or restrict the functions of any computer or IT network that has any (distant or close) relation with Eyeka's or the Company's activities;
- which threatens a person or people ;
- which breaches confidentiality of private correspondence;
- which allows a third party to acquire, directly or indirectly, pirated software, software that allows acts of piracy and intrusion into computer systems and telecommunications, viruses and other logic bombs and generally any software or other tool which allows to infringe the rights of others and to endanger the safety of persons and property; ; and/or
- which otherwise breaches or is contrary to applicable laws and regulations

(hereafter referred to as "Prohibited Content").

Participants must abide by all the terms and provisions regarding the Submissions and the Contest available on Eyeka's Website.

When transmitting source elements (music, text, images) integrated into the Submissions, the participants must specify the source of these elements in the description for their Submissions. Submissions must only be illustrated with elements free of any third party rights for which the use is compatible with the conditions, including terms of use, described in these Rules.

Eyeka reserves the right to disqualify and/or delete any Submission found to infringe any of these Rules.

3.3 In the event that intellectual property protected elements, including, trademarks, logos, tradenames, slogans, ("Trademarks") are made available by the Company and/or Eyeka to participants in order to participate in the Contest, the participants are granted a royalty-free, non-exclusive, limited license to use such intellectual property rights for the sole purpose of creating Submissions for the Contest. The participants shall not use or display any Trademarks in a manner, which is disparaging or detrimental to Eyeka's or the Company's interest. The participants acknowledge that the Trademarks shall be used strictly in the manner that they are provided and no modification is permitted except for reasonable trimming and cropping them to fit the Submissions. The participants acknowledge and agree that the right to use the Trademarks shall be limited to the creation of the Submissions for the purpose of participating in the Contest on the Eyeka Website. Unless expressly provided, nothing herein shall be deemed to confer on any participant any right to use any Trademarks in any other form, manner or for any other purposes including reproduction or communication of such Submissions.

3.4 Participants must retain a quality copy of the submitted Submissions, such as H.D. or not compressed, in order to enable the use of the Submissions pursuant to the conditions of use defined in these Rules.

3.5 The Company may request that the author of a Submission designated as winner makes modifications to the Submission should it become necessary for any use of the Submission provided under these Rules. However, only modifications to the Submission considered non-material and in line with participant's moral rights under copyright (if applicable) may be requested. The Company reserves the right to refrain from designating a winner, prize and/or making a payment until the requested modifications have been made. In the case of refusal by the winning participant to adapt his/her Submission, another winner may be designated.

4. SELECTION OF THE WINNERS

4.1 Number of eligible Submissions

Jury's Prize:

Five (5) winning entries will be selected by a panel of employees of the Company (hereafter referred to as the "Jury") with the technical and artistic skills to select the winners in accordance to the guidelines defined in these Rules.

The Jury's decisions are final and there is no appeal.

Submissions designated as winners of the First Prize to Fifth Prize of the Jury's Prizes are designated hereinafter as "Selection of the Jury". The winners whose Submissions are selected as Selection of the Jury undertake to comply with article 5 and to assign their rights in these Submissions to the Company under the conditions set forth in article 6.1 before being officially declared as winners.

4.2 Winning Submissions will be selected by the Jury pursuant to the following criteria:

- Quality of execution.
- Narration
- Relevance to the brief.
- Originality.

4.3 The Contest is a talent and skill based contest. Chance plays no part in determining the winners.

4.4 One winner may be selected as winner of several prizes and be awarded the cumulative amounts of several prizes.

4.5 Winners will be notified by Eyeka acting on behalf of the Company and on its name no later than six (6) weeks after the end of Uploading Period by email, to the email address provided during registration on the Eyeka Website. The list of winners will be posted on the page of the Contest.

Should a winner not reply to the aforementioned email within seven (7) days at the latest, the Company shall be entitled to appoint another winner and to grant the prize to this other winner or to declare the prize vacant.

4.6 Eyeka shall be entitled to extend the Uploading Period or declare the Contest as void if fewer than twenty (20) Submissions respecting the criteria described in these Rules have been submitted at the end of the Uploading Period. The requirement for at least twenty (20) Submissions is justified by the need for the judges to have enough works to select winner(s) on a fair basis.

5. PRIZES

5.1 Prizes awarded to Selection of the Jury

5.1.1 Assignment of intellectual property rights

In consideration for granting the intellectual property rights under article 6.1 of the Rules, and subject to article 6.4 of the Rules, the winners designated as Selection of the Jury will receive the following prizes:

First Prize:

A global, one time and definitive lump sum of a net amount equal to € 3,000.

Second Prize:

A global, one time and definitive lump sum of a net amount equal to € 2,000.

Third Prize:

A global, one time and definitive lump sum of a net amount equal to € 1,000.

Fourth Prize:

A global, one time and definitive lump sum of a net amount equal to € 1,000.

Fifth Prize:

A global, one time and definitive lump sum of a net amount equal to € 500.

In the event the Jury selects additional Prizes, each participant whose Submission is selected as such will receive a global, one time and definitive lump sum of € 500.

5.1.2

The participants acknowledge that the aforementioned amounts are the total amounts payable for the assignment of the intellectual property rights under article 6.1 and as prizes as awarded to Contest winners based on the criteria under articles 3 and 4.

The participants for whom the Submission(s) is/are designated winner(s) of the Selection of the Jury acknowledge that the aforementioned payment constitutes payment for the assignment of intellectual property rights attached to said Submissions. As such, the winners accept all national insurance and tax consequences connected to copyrighted products including any obligation to declare such payment to the participant's tax authorities and to pay any applicable tax.

The indicated amounts are net of any contributions due pursuant to any mandatory withholding of tax or any social security charge at applicable rates in the relevant jurisdiction, where and to the extent applicable. The winners for whom the Submission(s) are designated as Selection of the Jury winners acknowledge that Eyeka and/or the Company will take care of any administrative formalities and necessary social security and tax declarations related to the payment of the assignment price for the aforementioned rights (where applicable).

5.2 The aforementioned amounts will be paid out by Eyeka acting on behalf of the Company and in its name, to the Paypal account of the winners and via the Eyeka account used to upload the Submissions no later than eight (8) weeks after the end of Uploading Period and under the condition, for Selection of the Jury winners, that the assignment agreement mentioned in article 6.1 has been returned to Eyeka initialed and signed by the author in accordance with article 6.4. The winners are responsible for the payment of all fees, taxes and other expenses related to the prizes.

6. USE OF THE SUBMISSIONS SELECTED AS SELECTION OF THE JURY

6.1 By participating in the Contest, participants authorize the Company and its affiliates to exclusively use his or her Submission(s) under the conditions set forth in article 7 hereafter. Moreover, winners whose Submissions are selected as Selection of the Jury undertake to assign to the Company or its affiliates the intellectual property rights in these Submissions in order to enable their use by the Company. To that end, an assignment agreement will be sent by email in an unalterable pdf version to the winners of Selection of the Jury no later than six (6) weeks after the end of Uploading Period and will be signed between each one of these winners and Eyeka acting in the name and on behalf of the Company. Upon execution by both parties, this assignment agreement shall replace the authorization of use stipulated in article 7 hereafter. The rights granted by the winners of the Selection of the Jury will be assigned on a worldwide basis and for the legal duration of protection of the assigned rights as established in the assignment agreement. Each of the winners of Selection of the Jury undertakes at the request of Eyeka or the Company to do all acts and execute all documents, in addition to the foregoing assignment agreement itself, which may be necessary to confer and/or confirm the title and ownership by the Company in and to the intellectual property rights in the respective Selection of the Jury Submissions.

6.2 Those participants designated as Selection of the Jury authorize the Company to produce and market objects, works, products and services premised upon the ideas, themes and/or concepts developed in those Submissions that were elected winners or which arise there from even if these ideas, themes and/or concepts were the subject of an investment or result from the maker's specific know-how. The participants hereby grant the Company the rights mentioned above pursuant to the assignment agreement which sets forth, among other things, the rights mentioned above in its general terms and conditions.

6.3 A template of the assignment agreement is attached to these Rules.

6.4 The provision of the lump sum under article 5.1.1 is subject to (a) the winner of Selection of the Jury first sending Eyeka two signed and initialed original copies of the appended assignment agreement and (b) the winner first returning to Eyeka the Submission master in the format and fixing medium as indicated by Eyeka.

6.5 If a winner fails to return the two initialed and signed original copies of the assignment agreement and the above mentioned master within seven (7) days following receipt of the notification of selection sent by Eyeka by email or is found not to be eligible or not in compliance with the warranties or conditions contained in these Rules (including their appendix), this may result in disqualification and an alternate winner may be selected at the Company's own discretion.

6.6 This article 6 shall survive expiration or termination of these Rules for any reason for the duration of protection of rights stipulated above in article 6.1.

7. USE OF ALL ACCEPTED SUBMISSIONS

7.1 Solely by their participation in the Contest, participants expressly authorize the Company and its affiliates, without further consideration, including but not limited to, to reproduce, represent, broadcast, print, communicate and transmit the Submissions, in whole or in part, to edit and modify them as reasonably required and to make them available to the public, the right to make or to cause the making of originals and copies of the Submission, for the following uses: (i) broadcasting on internet networks including on the Company's websites and through the Company's pages on social media websites; as well as for external communications, public relations, and corporate communications, hereafter referred to as "**Communication Use**". Communication Use must be for communication purposes only and is limited to the presentation and/or promotion of the Contest ; (ii) use (internal use and communication to third parties) of the Submissions for market research activities, research and development of products and services offered or contemplated by the Company which include, but are not limited to, the analysis of the Submissions, the analysis of ideas and concepts embodied in the Submissions, the generation of insights, establishing and/or using consumer panels to assess reactions to the Submissions and to ideas and concepts embodied in the Submissions, with no number limitation, the right to print on documentation used internally and externally for the analysis of the Submissions, hereafter referred to as "**Analysis Use**".

This authorization includes the right to associate the Submissions with the Company's activities, products and services. This authorization takes effect upon acceptance of these Rules by participants and is granted on a non-exclusive and worldwide basis and will last for one (1) year from the end of the Contest for Communication Use and for the legal duration of protection of the intellectual property rights upon the Submissions for Analysis Use.

7.2 Moreover, participants authorize the Company to produce and market objects, products and services premised upon the ideas, themes and/or concepts developed in those Submissions or which arise there from even if these ideas, themes and/or concepts were the subject of an investment or result from the maker's specific know-how. To that end, participants authorize and agree not to oppose any re-use of the ideas, themes or concepts contained in their Submissions by the Company, its partners and clients, for research and development purposes in order to elaborate, manufacture, distribute, market and sell any objects, products or services and, more generally, for any use whatsoever in the general course of business. This authorization is granted for no valuable consideration and with no time nor territorial limitation.

7.3 Subject to the rights granted in articles 7.1, 7.2 and 7.3 as well as the assignment provided for under article 6 for the Submissions selected as Selection of the Jury, the participants retain the entirety of the intellectual property rights arising out of the Submissions. As such, the Company shall obtain express authorization from the participants in the event that it wishes to utilize the Submissions for any purpose not described at article 7. The Company shall contact such participants in order to execute licensing agreements or assignment agreements concerning the intellectual property rights in the event that it wishes to exploit the Submissions, for example, in order to exploit certain components comprising the form of the Submission, which due to their composition or originality, may be protected by an intellectual property right such as (assuming that in each particular case, the criteria to be protected by intellectual property rights has been fulfilled) logos, characters, texts, designs, plans, drawings, images, photographs, shapes, format, materialization, or visual organization of the Submissions. The participant agrees at the request of the Company to execute the assignment or licensing of the above-mentioned intellectual property rights for the benefit of the Company for the guaranteed price of 500 EUR.

7.4 Notwithstanding article 7.4, participants covenant not to publish, disclose, make publicly available or use in any way, including in another contest, their Submission during the Contest, *i.e.* the Uploading Period up to the signature of the appended assignment agreement by the winners.

7.5 The Company shall have no obligation to use the Submissions in spite of the provisions of articles 6 or 7.

7.6 The terms of this article 7 apply subject to and without prejudice to those of the preceding article 6.

7.7 This article 7 shall survive expiration or termination of these Rules for any reason for the duration set forth above in article 7 subject to and without prejudice to the signature of any assignment or license agreement as per the terms of article 7.4 above.

8. DECLARATION

Participants acknowledge and agree that (1) the Company has constant access to several sources of works, concepts, ideas, innovation and more generally creative materials of any kind whatsoever, that are developed either internally by its own employees or externally by other sources prior to the Contest and afterwards; (2) if their Submission includes an idea or suggestion, the Company, its affiliates or a company or a third party acting on its/their behalf may have previously worked on, may be working on or may in the future work on the same or a similar idea (a 'Similar Idea') and that for reasons of confidentiality, the Company shall be under no obligation to give the participant any information relating to any Similar Idea; (3) that the Company shall not be liable for any claims, costs, expenses, losses, damages or demands whatsoever suffered or incurred by the participant relating to their Submission or any Similar Idea; (4) the Company may continue to develop and initiate the development of any Similar Idea or suggestion independently of, and without acknowledging, the participant's idea or suggestion.

9. WARRANTIES AND INDEMNITIES

The following warranties and indemnities shall be applicable without prejudice to those warranties enumerated in article 3.2 above regarding Prohibited Content:

- All participants shall indemnify and hold Eyeka and the Company harmless against any disturbance, action, claim, demand, opposition, liability, loss, damage, cost or expense incurred or suffered by Eyeka and/or the Company in relation to: (1) any breach of these Rules by the participant; (2) any threat, claim, action, demand or proceeding by a third party that the participant's Submission (or use of the participant's Submission by the Company in accordance with the Rules) infringes, or may infringe, the rights, including intellectual property rights, of a third party; or (3) their participation in the Contest and receipt of any prizes.
- Participants who assign to the Company the rights in their Submission pursuant to these Rules and appended assignment agreement warrant that the Company shall quietly enjoy and exercise all of the rights attached to their Submissions. Participants warrant that they have not granted or assigned any right of any nature in the Intellectual Property included in the Submissions to any third party whatsoever.
-
- Participants represent and warrant that their Submission, including all of its elements (music, photographs, trademarks, etc.), is original and does not infringe any third party's rights (including intellectual property rights).
- All participants warrant that they have obtained written permission from each of the authors who have contributed to their Submission, all of the people included or represented in the Submissions, all artists having performed an artistic, musical or dramatic performance reproduced in their Submission, and any person having supplied/created any other content present in the Submissions, in order to use that person's content or contribution in the Submission for the purpose of the Contest and in accordance with these Rules (including the appendix) and allowing the Company to use and exploit the Submissions as envisaged under these Rules without the Company or Eyeka having to pay such people any monies/fees/royalties. The participants irrevocably undertake to provide the Company and Eyeka at any time, at their request, with written proof or a copy of all written documents confirming such authorizations.
- In addition, all participants must ensure that each person involved in creating any part of their Submission: (1) to the extent permitted by applicable law, unconditionally and irrevocably waives any and all moral rights they

have in each copyright work or such other subject matter comprised in the Submission; and (2) consents to the Company and Eyeka doing or failing to do any act in relation to their Submission that may otherwise infringe their moral rights in the Submission. Such acts include doing all acts and omissions comprised in the copyright in the Submission, altering or deleting from the Submission, using the Submission in any way (including any use of the Submission which does not identify the participant or any contributors as the author(s) of the Submission), and using the Submission in any way that may falsely attribute authorship of the Submission to the Company and/or Eyeka.

- All participants warrant that they are the sole proprietor of the intellectual property rights in their Submission. In the event the participants are not the sole proprietor of the aforementioned rights, the participants irrevocably warrant to the Company and Eyeka that, before making the Submissions available, they have obtained all of the authorizations, licenses and rights required to grant the authorizations, licenses and assignments stipulated in these Rules, in writing from all proprietors of intellectual property rights in their Submissions and/or from the copyright collecting societies representing such proprietors allowing the participants to grant such rights under these Rules (including the appendix) and allowing the Company to use and exploit the Submissions as envisaged under these Rules without the Company or Eyeka having to pay such people any monies/fees/royalties. In this respect, the participants irrevocably undertake to provide the Company and Eyeka at any time, at their request, with written proof or a copy of all written documents confirming such authorizations, licenses and grants of rights.

Subject to the terms of article 6 above, this article 9 shall survive expiration or termination of these Rules for any reason for the duration set forth in article 7 completed by the duration of statute of limitations as applying to the rights and obligations of the parties hereto or third parties the subject of the clause in question.

10. INTEGRITY OF THE CONTEST

Participation in the Contest shall be limited to a single Eyeka personal account for each participant (natural person or legal entity). The creation of multiple user accounts on Eyeka's website by one individual, participating with several e-mail addresses or through the use of a third party's e-mail is strictly prohibited.

Eyeka reserves the right to cancel, shorten and/or suspend the Contest, in its sole discretion, if any fraud, including technical fraud, impairs the integrity of the Contest. In this case, the Company specifically reserves the right to not attribute prizes to fraudulent entries and/or to pursue the authors and conspirators thereof before the court having jurisdiction.

11. AUTHORIZATION

Winning participants authorize Eyeka and the Company to use and reproduce their name, surname and prize information in connection with the Contest, for promotional, advertising and press relation purposes, including on the Eyeka Website without further payment, on a worldwide basis and for a period of ten (10) years after the end of the Contest.

12. EVIDENTIARY VALUE

These Rules set forth the rights and obligations of the participants and are legally binding between the participant, Eyeka and the Company. Therefore, participants expressly show their agreement to the Rules by ticking the designated acceptance box. The agreement is legally binding as soon as the participant ticks the acceptance box. The parties agree that they may exchange by e-mail the information they require to perform the agreement. Any e-mails exchanged between the parties shall be deemed to have the same evidentiary value as a written hard copy document.

These Rules may be modified at any time by an amendment by the Company and notified by publishing such on-line on the Eyeka Website.

These Rules shall be deemed to remain in force for the time of implementation of the Contest and any actions linked thereto (including as the case may be, assignment of intellectual property rights as per the terms of clause 6 above and the appended assignment agreement template). Clauses 2, 3, 5, 6 (and related appendix hereto), 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 shall survive the Rules' term for the duration expressly set forth in the clause in question or in case no specific duration is mentioned, for the duration of statute of limitations as applying to the rights and obligations of the parties or third parties the subject of the clause in question.

13. INTELLECTUAL PROPERTY

Participation in the Contest does not constitute a right to use or acquire ownership or rights upon Eyeka's or the Company's intellectual property rights such as works, trademarks, logos, inventions.

14. PRIVACY POLICY

Pursuant to French Data Protection Act no. 78-17 of 6 January 1978 (*loi relative à l'informatique, aux fichiers et aux libertés*), modified by French Act no. 2004-801 of 6 August 2004, participants have a right to access, amend, rectify and delete his/her personal information/data. The controller of this personal information/data is Eyeka.

Participants may request action by posting a mail to EYEKA SA, at 79 rue la Boétie, 75008 Paris, France, with mention of the name of the Contest.

For the purpose of enabling the Company to exercise all of its rights under these Rules, Eyeka will disclose winners' personal information/data (including first name, last name, postal address, and date of birth) to the Company.

15. ASSIGNMENT

Eyeka and the Company and its affiliates may assign all or part of their rights and/or obligations arising under this agreement to any third party they shall so designate without having to again obtain the consent of the participant on a case-by-case basis.

The rights granted to Eyeka and/or to the Company by the participants will benefit to their affiliates, assignees and subsidiaries.

16. DISCLAIMERS AND LIMITATIONS OF LIABILITY

It should be noted that the security parameters of any exchanges are ultimately governed by the nature and limitations of the internet network being used by each party. The Company and Eyeka shall not be held liable for any loss or damage arising out of the risks inherent to any internet connection and/or any transfer of information via the internet.

In this regard, the Company and Eyeka shall not be held liable and formally renounce any liability in the event of (i) internet connectivity problems, internet congestion, any issue or problem arising from the quality of any user equipment, loss or lack of connection to internet which could have an effect on the time taken to transfer the Submissions or the total amount of time required to participate; (ii) loss or damage related to the loss of Submissions or other data sent to the Eyeka Website; to that end, each participant shall be responsible for the conservation and safeguarding of a copy of any Submission that such participant submits with regard to the Contest; (iii) contamination by any potential virus or intrusion by a third party in a participant's modem or other equipment; (iv) loss or damage arising out of any participant's connection (or failed connection) to the Eyeka Website; or (v) any indirect or direct loss or damage suffered by participants through the conceptualization and/or production of any Submission and any items such as *inter alia* computers, recording devices or photographic devices used by the participants in order to participate in the Contest.

Generally, the Company and Eyeka shall not be held liable for any instance of non-compliance of the provisions governing participant conduct set forth in these Rules or for any related loss of damage for themselves or for third parties.

By participating in this Contest, each participant hereby accepts and undertakes to be personally liable for any damages or losses brought about or endured by the participant due to the fact that such participant took part in the Contest or due to his/her receiving the prize or the use thereof.

In the event of force majeure, Eyeka reserve(s) the right to modify, shorten, prolong, postpone and/or cancel the Contest prior to the end of the participation period originally indicated. In this case, Eyeka shall notify the participants as soon as practicable on the Eyeka Website or blog.

To the extent permitted by law, Eyeka shall not be held liable for any issue, complaint, opposition, claim, or damage (i) related to the use of the Submission by the Company, (ii) related to any breach of these Rules by the Company, or (iii) related to the negotiation, completion or execution of any contract, regardless of its nature, that the Company may enter into with the participants without Eyeka being a party thereto.

The limitations of Eyeka's and the Company's liability under this clause do not apply in case of bodily harm or death caused by a negligent act or omission of Eyeka or the Company, or intentional breach of Eyeka's contractual obligations, or in case of any other harm caused by intentional or grossly negligent breach of Eyeka's contractual obligations, either by Eyeka itself or by Eyeka, the Company or their respective agents.

17. APPLICABLE LAW AND JURISDICTION

Unless otherwise provided for under applicable laws or regulations of a public policy nature, these rules are subject to laws of France and any litigation or dispute arising hereunder shall be brought before the court having jurisdiction over such matters in Paris.

Appendix:

(Two (2) copies must be filled in, initialed on each page, signed by the Creator and sent to Eyeka / Contest XXX : 79 rue La Boétie – 75008 Paris, France)

Assignment of rights agreement

This agreement is signed between the Creator and the Company as referred to below:

Identification of the Creator:

Name:
Date of birth:
Address:
.....
Eyeka Log in:

Hereinafter referred to as "**the Creator**", acting as winner of the contest XXX organized on the Eyeka Website, ("**the Contest**"),

Submitted the work whose title is:
Eyeka identification number:
Hereinafter referred to as the "**the Work**",

To the Contest:

Identification of the Company:

The Contest has been organized by Nestlé Australia Ltd., a company organized under the laws of Australia.

However, for the purpose of this Assignment of rights agreement the "Company" shall be defined as Société des Produits Nestlé S.A., a company registered under the laws of Switzerland, having its headquarters at Avenue Nestlé 55, 1800 Vevey, Switzerland.

Hereinafter referred to as the "**Company**".

Identification of Eyeka:

Duly represented for the purposes hereto by EYEKA, a limited liability company registered under French law, with share capital of €407.130, registered under number 488 120 916 RCS Paris, having its headquarters at 79 rue la Boétie, 75008 Paris, France, acting in the name and on behalf of the Company.

The Company and the Creator are hereinafter together referred to as the "Parties" and individually the "Party".

Recitals

The Creator holds the entirety of the intellectual property rights in the Work and all of its components, because he/she is the original owner or he/she validly acquired all the rights from any third party.

The Work was selected as winner of one of the prizes awarded in the Contest.

Pursuant to the rules of the Contest, Eyeka acting in the name and on behalf of Company has contacted the Creator with a view to the assignment of his/her rights in the Work to the Company.

1. PURPOSE OF THIS AGREEMENT

The purpose of this assignment of rights agreement is to set forth the conditions under which the Creator shall assign to the Company his/her rights in the Work.

2. ASSIGNMENT OF RIGHTS

2.1 Scope of the assignment

The Creator hereby automatically, irrevocably and fully assigns on an exclusive and worldwide basis to the Company his/her Intellectual Property Rights (as defined below) in the Work and all its elements (such as but not limited to pictures, sequences, screenshots, photographs from the Work, dialogues, subtitles, credits, characters, illustrations, title).

The Creator hereby expressly authorizes the Company to use the Work and all those components comprising the Work, including those which were not created by the Creator, upon which the Creator represents and warrants to have acquired all the rights and necessary authorizations and releases so as to be able to perform this agreement and enable the Company to use the Work and all its components to the fullest extent (see section 7 of this agreement). To that end, the Creator hereby undertakes to provide a detailed list containing all the components by completing the attached appendix.

For the purpose of this agreement, "Intellectual Property Rights" means, including but not limited to, the trademarks, designs, copyright (including the source code and related documentation), database, technical plans, know-how, patents or any other intellectual property rights owned by or licensed from time to time to the Creator, whether registered, unregistered or applied for, and all rights or forms of protection having equivalent or similar effect anywhere in the world, be they related to an individual, collaborative or a collective work.

2.2 Rights assigned to the Company

Without limiting clause 2.1, the Intellectual Property Rights assigned to the Company include:

- (i) The exclusive right to reproduce, tangibly fix, duplicate, print, record all or part of the Work either temporarily or permanently on any type of medium and in any format, either associated with other works or not of any nature whatsoever, either identical or different including musical works either integrated or not in such other works (such as compilations), this right to reproduce includes the right to permanently or temporarily reproduce the Work, either in whole or in part, by any process or method, in any form such as downloading, digital display, execution, transfer or archiving on any medium, currently known or otherwise such as digital, fiber optical, magnetic and analog, on paper or similar medium using any and all aspect ratios on any site;
- (ii) The exclusive right to create any version, in any language or another language and in any computer language, of either all or part of the Work and the themes, concepts and ideas contained therein, more generally, the right to translate, arrange, modify, adapt, transform, adjust, compress, modify the format and/or resolution, addition of sub-titles, dubbing, remixing, add captions, add a musical score to the Work, addition of a single image or a series of animated images, to create any derivative works or composite work that incorporates the Work or takes from the Work either in part or in its entirety and in any form be it written, oral, digital, telematic etc. with the purpose of using such;
- (iii) The exclusive right to publish, broadcast, edit, release, re-release, license or assign the right to use such as, to rent, loan, by any means, reproductions of all or part of the Work, in its original form or in a subsequent embodiment as defined above, either for a fee or free of charge;
- (iv) The exclusive right to represent, broadcast and exploit all or part of the Work in its original form or in a subsequent embodiment as defined above, whether or not associated with other works regardless of their nature whether identical or different including musical works, whether in its original form, or dubbed or subtitled, by any means whatsoever including TV-broadcast, public communication via cable or wireless, by public projection, transmission in a public place of the TV-broadcast or other communication to the public, by way of public presentation by any means whatsoever using any aspect ratio.

2.3 Ideas, themes and concepts

In addition to the aforementioned assignment of intellectual property rights, the Creator expressly authorizes the Company to create, produce and market original works, objects, products and services premised upon the ideas, themes and/or concepts developed in the Work or which arise there from even if these ideas, themes and/or concepts were the subject of an investment or result from the maker's specific know-how.

2.4 Uses of the Work

The assignment mentioned above as agreed to by the Creator, specified in articles 2.1, 2.2 and 2.3 above covers any type of use of the Work, such as, but not exclusively:

Broadcasting on the Internet

The right to broadcast or cause the broadcasting of the Work on the Internet, on the mobile telephone network, by all processes inherent to this mode of communication, known or unknown at this date including the reproduction on any computer server, digital or opto-digital (including disks, tapes, hard drives, databases, website, intranet, extranet site), by VOD for no valuable consideration (video on demand), by streaming broadcasting involving a temporary reproduction without the downloading possibility by the video viewer, by permanently or temporarily downloading, by communication on the screens of terminals used to connect to the Internet (computer terminal equipment of a network, personal assistant, mobile phone, Game console etc.); and whatever the communication channel (hertz, cable, satellite, fixed telephone line (analog line, xDSL), mobile telephone (GSM, I-mode, GPRS, UMTS, Edge, 3G, 3G +, 4G, etc..), cable, fiber optic, satellite, wireless, etc.), for its communication to the public with or without encryption for both individual and collective reception. This right includes the use for advertisement purposes (including but not limited to interstitials and banner advertisements).

TV broadcasting

The right to broadcast (through Hertzian wave, cable, satellite, digital TV) the Work, with or without encryption, both for individual and collective receiving, through all processes associated with this mode of operation – TV Hertzian broadcasting, by on-demand (e.g. VOD, video on demand), cable distribution (simultaneous or deferred, in full or extract), satellite (allowing or not allowing the receipt of the work through third parties) or by all means of online transmission (analog, digital, computer, telephone etc.).

Advertisement purposes

The right to reproduce, communicate and broadcast the Work, for promotion and advertisement purposes e.g. promotion and advertisement of the Company's current and contemplated activities, products and services, on all media, by any process and by all methods as well as for the Company's internal and external communications, press relations, corporate communications and/or point-of-sale advertisements. Extracts of the Work are likely to be inserted in promotional trailers, for promotional purposes on all media and by all methods.

Commercialization and commercial use

Regarding applied art works, such as for the purpose of illustration: motifs, product designs, clothing designs the author assigns the rights to market, distribute and sell any product using the Work as an accessory or as a primary element, by any means.

The right to use the Work for all the commercial uses implied by the Company's or third parties current or later developed business activities such as product packaging or merchandising material.

The right to use the Work for market research activities, presentation of products or services offered or contemplated by the Company which include, but are not limited to, the analysis of ideas and concepts embodied in the Work, the generation of insights, establishing and/or using consumer panels to assess reactions to ideas and concepts embodied in the Work, presentation of case studies, sales documentation.

Derivative uses

The right to make, cause the making, reproduce, communicate (i) one or more works illustrating the same topics, characters, situations, dialogues, etc.. incorporated in whole or in part in the Work, (ii) one or more works incorporating elements of the Work and whose action would take place at an earlier period, contemporary and subsequent to that of the Work, (iii) one or more works containing one or more characters and put them into a completely novel story and situations and whose action does not necessarily involve a direct link with that of the Work. The Company will have total freedom over artistic and technical matters regarding the making of these derivative works and regarding the making of original works inspired by the themes, concepts and ideas embodied in the Work.

Public communication

The right to communicate the Work in public places, exhibitions, public showings, festivals and promotional events.

Reproduction on different supports

The right to make or to cause the making of originals and copies of the Work, with no number limitation, on all supports (analogue or digital) and by all media, known or unknown to this day, including CD, CD-R, CD-RW, CDI, DVD, DVD-R, DVD+R, DVD+RW, DVD-ROM, DVD-RAM, Blue-Ray Disc, CD-ROM, USB key drives, hard drives, computer servers, floppies.

Internal use by the Company

The right to use the Work for internal use by the Company which includes (i) the right to make originals and copies, with no number limitation, on all supports and by all media, known or unknown to this day (videotapes, videodiscs, etc.), electronic, digital (CDI, DVD, DVD-ROM, CD-ROM, USB key drives, hard drives), (ii) the right to broadcast the Work at internal meetings, (iii) the right to reproduce the Work and its extracts on internal printed communication documentation

The right to grant a sub-license and to assign

The right to transfer or grant a license of any or all of the intellectual property rights in the Work and all its components assigned by the Creator pursuant to this agreement .

2.5

The Creator hereby assigns to the Company the exclusive right to file, register and protect in the Company's name, all intellectual and industrial property rights that may subsist in the Work and all its components, on a worldwide basis. This includes any patent, utility model, supplementary protection certificate, new variety certificate, topography of a semiconductor product, all applications to register designs or models, a trademark or domain name be it domestically or internationally. Furthermore, the Creator hereby agrees to allow the Company to use the Work, in whole or in part, for the purposes of a company name, trading name or sign.

The Company shall enjoy and use all the rights associated with or attached to the intellectual and industrial property rights in the Work as it deems fit in its sole discretion.

In the event that such registration, reservation or filing is performed by the Company, the Creator expressly agrees that the rights associated therewith which have been assigned pursuant to this agreement, shall survive the term set forth in this agreement at article 2.7 and shall be effective so long as such rights are protected by said industrial property rights.

2.6 Freedom to use the Work or not

The Company shall have no obligation to use the Work. Furthermore, the Company shall be entitled to suspend, terminate or resume the use of the Work at any moment. The Company shall not be subject to any obligation to use the ideas, themes, or concepts embodied in the Work.

2.7 Term and territorial validity

The Parties agree that this agreement shall take effect upon its signature by both Parties and shall have effect on a worldwide basis and for the legal duration of protection of the assigned rights as established in this agreement.

2.8 Waiving of moral rights

To the maximum extent permitted by applicable law, the Creator irrevocably and unconditionally waives all of his/her moral rights in each copyright work or such other subject matter comprised in the Work.

3. USE OF THE WORK BY THE CREATOR - CONFIDENTIALITY

As a result of the assignment, the Creator agrees that he/she will not re-use the Work nor any of its components in any way or for any purpose whatsoever nor will he/she assign, license or grant his/her rights in the Work or any of its components to any other third party nor use his/her rights in the Work or any of its components for his/her own benefit or that of any third party in the future.

Without limiting the above, the Creator shall not be allowed to use the Work or any part thereof for commercial distribution, sale or any commercial purposes.

The Creator will 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 will not disclose such elements ("Confidential

Information") to any third party during 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.

4. THE CREATOR'S CREDIT

It is agreed that – according to custom – in the scope of using works concerned with advertising and applied arts, the Work will be reproduced and/or represented without mentioning the Creator's name, which the Creator expressly accepts.

5. REMUNERATION

In consideration for assigning the rights under article 2 of this agreement, the Creator shall receive a global, one time and definitive lump sum of a net amount equal to € 7,500.

The payment of this compensation, from which any due taxes or social security charges will have been withheld pursuant to any mandatory withholding at applicable rates in the relevant jurisdiction, where and to the extent applicable, will be made by Eyeka, a limited liability company registered under French law, with share capital of €407.130, registered under number 488 120 916 RCS Paris, having its headquarters at 79 rue la Boétie, 75008 Paris, France acting on behalf of the Company and in its name, duly authorized for this purpose by the Company.

6. PROTECTION OF THE ASSIGNED RIGHTS

The Company will have, by effect of the present agreement, the exclusive right to take any action to prevent or stop any infringement or unauthorized use, in whatever form, of the Work or any of its components.

The Creator agrees to not obstruct in any way the reasonable use of the Work and to not make any declarations, by whatever means, which would risk causing any prejudice to the Company or to Eyeka regarding this use.

This assignment includes the right to sue for, and recover, damages and other relief in relation to any infringement of the intellectual property rights vesting in the Work or any of its components (including for conversion or detention), including any that may have occurred before the date of assignment.

7. WARRANTIES AND INDEMNITIES

The Creator warrants that the Company shall quietly enjoy and exercise all of the rights attached to the Work and assigned pursuant to this assignment agreement.

The Creator shall indemnify and hold the Company and its officers, employees, agents, directors, partners and contractors ("Indemnified Parties") harmless against any disturbance, action, claim, demand, opposition, liability, loss, damage, cost or expense incurred or suffered by the Indemnified Parties in relation to: (1) any breach of this agreement by the Creator; or (2) any threat, claim, action, demand or proceeding by a third party that the Work or any of its components (or use of the Work or any of its components by the Company in accordance with this agreement) infringes, or may infringe, the rights, including the intellectual property rights or any right (including but not limited to privacy rights), of a third party.

The Creator shall promptly notify the Company in writing (giving such details as are available) if the Creator becomes aware that any claim has been made against the Company or any of its affiliates (or that any person has threatened or intends to make any claim against the Company) in respect of any matter for which the Creator has indemnified the Company under this Agreement. In such situation the Creator shall have no authority to bring or defend any action or proceedings (or take any other step in respect of any such proceedings) in respect of such claim. The Agency shall not make any admission of liability in relation to any such claim without the prior written approval of the Company.

The Company shall have the exclusive authority to conduct the defense of or settle any such claim or any action or proceeding brought against it based upon any such claim.

The Creator warrants that he/she has obtained all written permissions, authorizations and releases from each of the authors who have contributed to the Work, all of the people represented in the Work, all of the artists having performed an artistic, musical or dramatic performance reproduced in the Work, and any person having supplied/created any other content present in the Work, in order to use that person's content or contribution in the Work in accordance with this agreement and in order for the Company to be able to use the Work and all its components to its fullest extent without any limitation whatsoever. The Creator irrevocably undertakes to provide the Company at any time, at its request, with written proof or a copy of all written documents confirming such authorizations.

The Creator warrants that he/she is the sole proprietor of the intellectual property rights assigned to the Company or, in the event the Creator is not the sole proprietor of the aforementioned rights, he/she irrevocably warrants to the Company that, before making the Work available, he/she obtained all of the authorizations, licences and rights required to grant the assignment of rights in writing from all proprietors of intellectual property rights in and to the Work or from the copyright collecting societies representing such proprietors allowing the Creator to grant such rights under this agreement. In this respect, the Creator irrevocably undertakes to provide the Company at any time, at its request, with written proof or a copy of all written documents confirming such authorizations, licences and grants of rights.

The Creator warrants that the Work and all its components are original, and that the Work and all its components and its content do not violate any applicable laws or infringe any third party rights (including intellectual property rights, defamation or privacy).

The Creator authorizes and agrees not to oppose any re-use of the ideas, themes or concepts contained in his Work by the Company, its partners and clients, for research and development purposes in order to elaborate, manufacture, distribute, market and sell any objects, products or services and, more generally, for any use whatsoever in the general course of business.

8. GENERAL

8.1 The Company may assign its rights and obligations arising hereunder, in whole or in part, to any person of its choice without the prior consent of the Creator being necessary on a case by case basis.

8.2 Should a provision of the agreement be declared null and void, the remainder of the agreement will remain entirely enforceable.

8.3 Should either Party choose not to exercise a provision of the agreement, this shall under no circumstances be construed as waiving of the benefit of the aforementioned provision or obligation.

8.4 Any amendment to this agreement shall be agreed by both Parties in writing and shall be set out in a supplemental agreement signed by the Parties.

8.5 This agreement shall not be deemed to create a partnership, relationship of subordination, agency or joint enterprise between the Parties.

8.6 This agreement constitutes the entire understanding and agreement between the Parties hereto with respect to the assignment of rights and the use of the Work and all its components and shall supersede and cancel all previous agreements either oral or written, with respect to the assignment of rights and the use of the Work.

8.7 The Parties agree that this agreement becomes legally binding as soon as the agreement is signed by the Creator. These copies shall be deemed to have the same evidentiary value as a written hard copy document.

9. GOVERNING LAW AND JURISDICTION

Unless otherwise provided under applicable laws or regulations of a public policy nature, this agreement shall be interpreted, construed and governed by the laws of Switzerland and any dispute which arises in connection with the preparation, interpretation or performance of this agreement shall be brought before the Cour civile du Tribunal du Canton de Vaud, seated in Lausanne, Switzerland.

Date:

For the Creator
Ms/Mrs/Mr

.....

For Société des Produits Nestlé S.A
Ms/Mrs/Mr

.....

Appendix: detailed list of components comprising the Work