

# Official Rules for participating in the "Colissimo Spécial Fêtes !" contest From January 18, 2010 through May 17, 2010

## Article 1. Organizing entity

La Poste /ColiPoste, limited company whose registered office is located at 62 rue Camille Desmoulins - 92441 Issy les Moulineaux Cedex, registered under number 356 000 000 at Paris Trade Office, is organizing a contest (hereinafter referred to as the "Contest") whose purpose is to select contributions.

Coliposte is hereafter referred to as "the Company".

The hosting and broadcasting of the submitted works are operated by Eyeka, a French limited company ("*société anonyme*"), with registered capital of € 237,025, registered with the Paris Trade and Companies Registry under number 488 120 916, whose registered office is located at 34 boulevard des Italiens, 75009 Paris France.

## Article 2. Participation in the Contest

### 2.1

The Contest consists of uploading illustrations, graphic works (here after designated as "Works") complying the guidelines set forth in article 3 onto the Eyeka Website ([www.eyeka.com](http://www.eyeka.com)) or onto the Website [www.imagine-colissimo.fr](http://www.imagine-colissimo.fr) ([www.imagine-colissimo.fr](http://www.imagine-colissimo.fr)) in order for some of these Works to be selected as final winners by the Company.

All uploaded Works are broadcasted on both aforementioned websites so that users can vote for there favorite Works.

The number of Contributions submitted by each contestant to the Contest is not limited.

### 2.2

The dates for participating in the Contest are:

- Uploading time on the Eyeka Website: from January 18, 2010 12.00 p.m. through March 29, 2010 11h59 p.m.

- Uploading time on the Website [www.imagine-colissimo.fr](http://www.imagine-colissimo.fr): from February 1, 2010 12.00 p.m. through March 29, 2010 11h59 p.m.

- Voting time on the Website [www.imagine-colissimo.fr](http://www.imagine-colissimo.fr): from March 30, 2010 12.00 p.m. through May 17, 2010 12.00 p.m.

All indication of time in these rules are Paris (France) time.

### 2.3

Participation is open:

- through the Eyeka Website for the participants having created a user account on the Eyeka Website
- through the Website [www.imagine-colissimo.fr](http://www.imagine-colissimo.fr) for other participants.

Participation in the Contest is subject to having first created a user account on the Eyeka Website and/or the Website [www.imagine-colissimo.fr](http://www.imagine-colissimo.fr). When the personal account is created, the user adds the requested information. This information should be current and allow identifying the winner(s) quickly and correctly (login, name, first name, post address, phone number, email address).

Participants are informed that participation of the public to vote on the Website [www.imagine-colissimo.fr](http://www.imagine-colissimo.fr) is limited to participation with one personal account per participant: in order to vote users must create an account on the Website [www.imagine-colissimo.fr](http://www.imagine-colissimo.fr). Participants are allowed to create one account only in order to participate to the Contest. It is strictly forbidden for one person to vote with multiple e-mail or from an email address belonging to a third party. It is strictly forbidden, by any means whatsoever, to modify or attempt to modify the proposed gaming devices, particularly to alter the results.

#### **2.4**

To be eligible for the Contest, minors must imperatively be provided with written authorization from their parents / guardians which must give this written authorization to The Company. The Company is entitled, however, to require the contestant to provide such authorization, at any time which includes prior to supplying the winner(s) with the award. This authorization should read as follows:

*"I undersigned Mr/Mrs. xxx, parent or guardian of (child's name), hereby authorize (child's name) to participate in the "Colissimo Spécial Fêtes !" Contest that shall occur from January 18, 2010 through May 17, 2010.  
Place and date of signatory  
Signatory"*

The Company shall be entitled to disqualify the contestant in case the latter could not provide such signed authorization.

Furthermore, should a winner be a minor, The Company will require both the minor and his parents / guardians to sign the licence agreement mentioned hereafter in article 5.2 in order for the latter to be provided with the prizes.

#### **2.5**

Organizers and representatives of the Company and Eyeka as well as members of their family (parents, children, spouses) may not participate in the Contest. However, the competition is open to all employees of the Company (excluding organizers).

#### **2.6**

(a) Before participation in the Contest, contestants must read these Rules carefully and accept these rules in their entirety.

(b) Contestants undertake to abide by the provisions of these Rules and acknowledge that in case of breach of the Rules, The Company shall be entitled to deem their participation and the prize granting as void.

### **Article 3. Details of the Contributions**

The details of the Contributions admitted to enter the Contest are prescribed by The Company and are stated here after:

### **3.1**

Create the new design/ packaging

### **3.2**

- The designs should be in 300 dpi minimum (accepted format on eYeka: JPG, GIF et PDF)

### **3.3**

Keep a Hi resolution .PSD or .AI file , CMJN colors

### **3.4**

Submitted Contributions must not constitute:

- Pornographic, racist, pedophilic content or violating a minor's right;
- defamatory, libelous, insulting content against individuals or legal entities;
- An infringement of intellectual property rights;
- A violation of right of publicity;
- A breach of law.

Contestants undertake to abide by all the terms and provisions related to the Contest available on Eyeka's Website and more precisely on the page of the Contest (See the brief in Appendix).

The Company may not refuse and withdraw all Contributions that breach these guidelines.

### **3.5**

The Company is entitled to ask the winning contestants to make minor changes, cuts, or dubbing changes to the Contributions. The Company has the right to suspend the appointment of the winner and the shipping of the winnings until such changes are made. In a winner refuses to make such change, another winner will be appointed.

## **Article 4. Selection of the winners**

### **4.1**

15 winners are selected.

#### First Price

One (1) winning Work is appointed by a panel) consisting of 7 employees of the Company with the skills to appoint the winners among the contestants.

#### Early Bird Prize

Four (4) winning Works are appointed by a panel) consisting of 7 employees of the Company with the skills to appoint the winners among the contestants having participating prior to January 30, 2010 11h59.

#### Most voted

Will be granted to the 10 most voted Works on the Website [www.imagine-colissimo.fr](http://www.imagine-colissimo.fr).

### **4.2**

Contributions will be rated by the jury and by the Company's contacts on the basis of aestheticism, creativity, composition, consistency with the details required by The Company.

### 4.3

The winners will be notified by Eyeka no later than June 17, 2010 for through the email address used when creating a personal account on the Eyeka Website or on the Website [www.imagine-colissimo.fr](http://www.imagine-colissimo.fr).

If the winner can not be reached or does not reply to the aforementioned email no later than one (1) month after this email is sent, the winner will be declared to have forfeited the prize and The Company shall be entitled to appoint another winner, to grant this winner with the prize of the Contest or to declare the prize vacant.

### 4.4

The Winner of the Contest shall only be selected if at least 20 Contributions meeting the artistic expectations and respecting the details described in these Rules and on the Eyeka Website have been uploaded during the Contest.

The Company shall be entitled to decide that the Contest ends up with no selected winner in case there would be fewer than 20 of such Contributions at the end of the Contest. The amount of at least 20 Contributions is justified by the need for the Jury to have enough Contributions to select winner(s) on a fair basis.

## Article 5. Prizes

### 5.1

Winners will win:

Early Bird Prize

150 € per winner.

First Price

3000 €.

Most voted

300 € per winner.

The Company will get to use the winning Works as illustration of mail packages.

Aforementioned prizes shall be transmitted by Eyeka by wire transfer, by check or with PayPal no later than 1 month after the signature of the licence agreement mentioned hereafter in article 5.2.

### 5.2

By entering the Contest, participants appointed as winners undertake to grant on an exclusive basis, to the Company their rights on their Works enabling the Company to use the Wokrs for as advertising and promotional purposes, and through its marketing operations, internal communications and external corporate communication including television, internet broadcast by, for broadcast on mobile telephone networks, for printing, communication on wireless devices, and on the right to use, reuse, modify, reproduce, publish, perform appointed on all media and in a worldwide basis.

The Company undertakes to credit the winners as creators or the winning Works by mentioning their first name and name on any use of the Works.

**Duration:** this license shall be granted for a five (5) year period.

The winners and the Company shall then sign a licence agreement no later than July 17 2010.

### **5.3**

The Company is entitled to suspend the shipping of the prize until (i) the aforementioned licence agreement is signed by both parties; (ii) the winner presents The Company with the Contribution in the required format.

## **Article 6. Use of the non-winning Contributions by The Company**

### **6.1 Scope of the licence**

All contestants hereby grant to Eyeka and to The Company a non-exclusive, worldwide, royalty free, license to use, reproduce, publicly perform, publicly display, any and all of the submitted Contributions on Internet Contributions and for internal purposes. This licence is granted on a free basis.

The license shall take effect when the Contribution is uploaded upon the Eyeka Website and is granted for a ten (10) year period from the end of the Contest.

This licence applies to all submitted Contributions, if they meet the required details and if they have been accepted, as well as their separate elements such as pictures, sequences, dialogues, subtitles, credits, characters, illustrations, title, the image and details of the author, his/her voice in order to be used by The Company according to the following.

### **6.2 Granted rights**

- **the right to reproduce or cause the reproduction of the Contributions,**

The right to replicate, publish, print the Contribution, in whole or in part, including particularly screenshot and photographs taken from the Contribution, temporarily or permanently, either together with or separately from any other type of Contribution including music, with the methods and on the media required by the scope of the licence including mechanic, analogical, magnetic, digital or opto-digital devices, computer, electronic known or unknown to this day, in any frame ratio;

- **the right to represent or cause the representation of the Contributions,**

by communicating to the public, in whole or in part, either together with or separately from any other type of Contribution, of an identical or different genre, including music, by means of communication required by the scope of the licence, analogical and digital, known or unknown to this day, in any frame ratio;

- **the right to adapt**

The rights to digitize, modify, compress, to scan the Contribution, to convert the file or format incorporating the Contribution, to adapt the format and resolution of this file, crop, resize, to legend, to freely comment the Contribution. This right includes the possibility to add music to the Contributions, as well as a still image or a sequence of motion pictures.

### **6.3 Use of the submitted Contributions**

#### **Broadcasting on Internet networks**

The right to broadcast the Contributions or make the Contributions broadcast in their original version or subtitled on the Internet network, on the mobile telephone network, by all processes

inherent in this mode of communication, known or unknown to 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 (video on demand), by streaming broadcasting involving a temporary reproduction without the possibility of downloading by the video viewer, 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 +, etc..), cable, fiber optic, satellite, wireless, etc.), for their communication to the public with or without encryption for both individual and collective reception ;

#### **Promotion and advertisement purposes**

The right to reproduce, display and broadcast the Contributions, in whole or in part, on Internet networks only, for the presentation of the Contest and as an example of the Contributions submitted to the Contest, for the promotion of the Contributions, for the promotion and advertisement of The Company's activities, products and services, as well as for The Company's internal and external communication, R.P., corporate communication;

#### **Internal use by The Company**

The right to use the Contributions, in whole or in part, for internal and non-commercial 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 Contribution at internal meetings, (iii) the right to reproduce the Contribution on internal printed communication documentation.

#### **6.4 Restrictions of use of the Contributions by The Company**

Submitted Contributions are copyrighted Contributions whose rights are retained by the contestants. Thus, contestants only authorize the use that is strictly defined by the licence. All rights which are not included in the licence remain the contestants' ownership.

The licence granted to The Company does not allow The Company to commercialize, to distribute the Contributions or copies of the Contributions, whether for free or for valuable consideration. Any lending, resale, rental, communication of the Contributions to a third party by downloading is strictly prohibited.

The Company must not make Contributions available by V.O.D. for valuable consideration.

#### **6.5**

The Contest is for amateur and semi-professional videomakers and photographers who want to enhance the broadcasting of their Contributions. The use of the submitted Contributions by The Company as stated in the Rules helps broadcasting their Contributions and enhances their visibility.

Thus, contestants acknowledge that the use of their Contributions by The Company shall be construed as the compensation for their granted rights and expressly agree to grant this licence on a **free basis**.

#### **Article 7. Warranties**

(a) All contestants warrant that The Company shall peacefully enjoy and exercise all of the rights attached to the Contributions.

(b) All contestants guarantee The Company against any trouble, action, claim, opposition, and claim any eviction from a third party arguing that the Contribution violates their rights, and against any damage or liability incurred in the exercise of rights attached to the Contribution.

(c) All contestants warrant that they have not used in the Contributions any elements (music, photographs, brands, etc.) that are likely to violate anyone's rights.

Accordingly, the contestants shall hold The Company harmless against any disturbance, legal action, complaint, opposition, claim and eviction instigated by a third party claiming that one of the Contribution breaches his rights, as well as against any loss or liability incurred in connection with the exercise of the rights attaching to the Contributions.

In this respect, the contestants warrant that they have obtained written permissions of all the people represented on the Contributions, or of their contractual or legal representatives, in order to use their image, allowing the contestants to make commitments under these Rules. The contestants irrevocably undertake to provide The Company at any time, at its request, with written proof or a copy of all written documents confirming such authorizations.

(d) All contestants warrant that they are the sole proprietors of the intellectual property rights granted to The Company. In the event the contestants are not the sole proprietor of the aforementioned rights, they irrevocably warrant to The Company that, before making the Contributions available, they obtained all of the authorizations and rights required for the licence in writing from all proprietors of intellectual property rights to the Contributions or from the copyright collecting societies representing such proprietors allowing the contestants to make commitments under these Rules. In this respect, the contestants irrevocably undertake to provide The Company at any time, at its request, with written proof or a copy of all written documents confirming such authorizations.

Contestants will also ensure that Creation is original, and all its components, and its content does not violate the laws in force, particularly those relating to the infringement, defamation, morality or privacy.

#### **Article 8. Intellectual property**

(a) All trademarks, logos, texts, icons, domain names, and programs accessible on the Eyeka Website, with the exception of the Contributions uploaded by Eyeka Website's users are Eyeka's exclusive intellectual property.

(b) Company's trademarks and logos (La Poste, Colissimo) are the Company's exclusive intellectual property. The Company does not hereby grant any usage rights to contestants.

(c) 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 Contributions, brands, logos, inventions.

#### **Article 9. Personal details**

In accordance with the Data Protection Act ("*loi Informatique et Liberté*"), No. 78-17 of 6 January 1978, amended by the August 6<sup>th</sup> 2004 Act, the contestants in the Contest will have a right to access, change, correct and delete the data concerning them.

To exercise this right, the contestant may write to

- For the users of the Eyeka Website: Eyeka – concours Coliposte, 34 boulevard des Italiens - 75009 Paris, France.
- For the users of the Coliposte Website: La Poste/Colissimo, 62 rue Camille Desmoulins - 92441 Issy les Moulineaux Cedex.

## **Article 10. Disclaimers and Limitations on Liability**

It is pointed out the characteristics and the limits of Internet networks regarding the technical safety of exchanges. The Company and Eyeka shall not be held responsible for the damages related to the risks inherent in any connection and any transmission on Internet.

Eyeka and The Company are not responsible, and hereby disclaim responsibility for: (i) Internet connection difficulties, congestion of the Internet network, malfunction of the quality of the equipment of Internet users, nor the quality of their mode of access that may affect the uploading time of the Contributions or the connection time for participation, (ii) damages resulting from data loss. Contestants are responsible for saving a backup copy of all files and data they wish to retain, (iii) contamination by any virus or intrusion of a third party in the system terminal of the contestants and are not responsible for the consequences for all consequences for the contestants connecting to the Internet network via the Eyeka Website, (iv) damage to any property, including equipment such as computers, recording and image equipment, used by contestants when participating in the Contest.

By entering the Contest, each contestant accepts and agrees to bear alone, and fully guarantee The Company and Eyeka and their subsidiaries and parent companies, officers, employees as a result, any damage or loss caused or suffered by the contestant due to their participation in the Contest or by virtue of the possession of prize and its use, except as provided by applicable law. The Company and Eyeka disclaim all liability for all incidents and accidents which might occur during the events in which contestants could participate for Contest.

In case of Force Majeure, The Company reserves the right to cancel, shorten or suspend the Contest before the end of the participation period. If so, The Company undertakes to warn the contestants as soon as possible by publishing flash news on the Eyeka Website.

Eyeka can not be held responsible for any trouble, action, claim, objection, claim related to any use of the Contributions by the Company which are not prescribed by the Rules or in connection with the negotiation, conclusion or execution of contracts, including contracts licensing or assignment of intellectual property rights, the Company would sign with the contestant, as long as there was no direct intervention by Eyeka.

## **Article 11. Applicable Law and Jurisdiction**

These rules are subject to French law.

Any dispute will be referred to the courts with jurisdiction of Paris.

## **Article 12. Filing of the Rules**

These Rules have been filed, in French, with SCP Jean-Daniel LACHKAR, Franck GOUGUET et Sylvain THOMAZON, Esq., a court bailiffs ("*huissiers de justice*"), 156 rue Montmartre - 75002 Paris, France.

These rules are available on the Eyeka Website.

## « Create France's Postal service's new holiday Packaging! »

### Contest Objective

ColiPoste, the french leader in shipping, launches a contest to find it's new packaging for it's Collisimo box, in limited edition during the 2010 holidays !

### BRIEF

Create the **new design/ packaging**, which will be sold **in all postal offices** and used by the whole French population in 2010 for every holiday!

It's up to you to bring your «**festive, celebration, present, holiday** » spirit to this design!

Be **imaginative, trendy, sober, off beat...** Make sure we want to send and receive your package and that it reflects the desire to make people happy.

**Create the exterior design**, but also don't hesitate to imagine its interior (see guidelines)!

**Beware** do not focus your creative proposition solely on the Christmas theme, but create on original design, **that can be used for all gift occasions during the year** !

*Your first and lastname will appear on the design that will be printed to tens of thousands of packages and sold on all postal offices in France!*

### Guidelines

Respect the size and shape of the given package (downloadable [here](#) and on the contest page)

Respect the technical guidelines below

Keep a Hi resolution .PSD or .AI file, CMJN colors

Submit your own original creations

## **TECHNICAL GUIDELINES – COLISIMO PACKAGING**

- **Keep the exact given exterior sizes on the downloadable file** ( given in millimeters)
- **Keep the size and position of the grey « Colissimo » banner (at the center of the package)** and also all the information written on it.
  - o Color reference (pantone) of the grey « Colissimo » banner : **5405**
- **Keep the « La Poste » logo as is on the grey banner.**
  - o Color reference (pantone) of the yellow logo: **109U**.
- **A proposition for the packaging's interior is a plus.**

In that case watch out for the specific guidelines : 1 or 2 colors maximum, only 50% of the surface can be printed on, with only a « pattern » type of creation.

- Be careful in your design to imagine the « volume » it will have (the designs will be flat but they will then be in 3D once mounted for real – so think about sides and how continuous drawings will look all around)

### **Print materials**

- The designs should be in 300 dpi minimum (accepted format on eYeka: JPG, GIF et PDF)
- Keep a Hi resolution .PSD or .AI file , CMJN colors
- The template is available [here](#), or on the contest page

## Prizes

### **Early Bird Prize : 4 prizes of 150 euros**

4 designs will be selected among the creations submitted before January 30th, on <http://www.eyeka.com/partner/colissimo2010>

### **First Prize : 3 000 euros**

One design selected among the creations submitted between January 18 and March 29, 2010 11h59PM Paris Time. (On <http://www.eyeka.com/partner/colissimo2010> and on <http://www.imagine-colissimo.fr>)

### **Most voted: 10 prizes of 300 euros**

For the 10 most voted designs between March 30 and May 17, 2010 on <http://www.imagine-colissimo.fr>

## Contest Dates

**Design uploads on Eyeka :** <http://www.eyeka.com/partner/colissimo2010>

Starts : <b>January 18 2010</b>
Time : <b>12.00 GMT</b>
Date de fin : <b>March 29 2010</b>
Ends : <b>23.59 GMT</b>

**Design uploads on the microsite :** <http://www.imagine-colissimo.fr>

Starts: <b>February 1st 2010</b>
Time : <b>12.00 GMT</b>
Date de fin : <b>March 29 2010</b>
Ends : <b>23.59 GMT</b>

**Votes on the microsite :** <http://www.imagine-colissimo.fr>

Starts: <b>March 30 2010</b>
Time : <b>12.00 GMT</b>
Ends : <b>May 17 2010</b>
Time : <b>12.00 GMT</b>

## **Notes on the Terms & Conditions**

### **Infringement Notice**

Contestants undertake to submit creative and original works.

Contestants warrant that they hold all rights upon submitted works and warrant that the use of the works in the contest does not violate any third parties' rights.

Contestants acknowledge that in case of breach of these rules, the organizer shall be entitled to deem their participation and the prize granting as void.