

**Official Rules for participating in the
« Red and green invasion! » call for entries
From March 1st, 2010 through May 10, 2010**

Article 1. Organizing Company

EUROKA, SAS with registered capital of 2.133.600 €, whose registered office is located at: Rue du Docteur Fayau, ZI Nord, CS 10011, 85607 Montaigu cedex, registered with the La Roche sur Yon Trade and Companies Registry under number B 391 304 854 is organizing a call for entries (hereinafter referred to as the “Call for entries”) whose purpose is to select graphic works

The hosting and broadcasting of the submitted works are operated by Eyeka, a French limited company, with registered capital of € 406,680, 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.

EUROKA is hereinafter referred to as the “Company”.

Article 2. Participation in the Call for entries

2.1

The Call for entries consists of uploading graphic works (here after designated as "Works") complying with the guidelines described in article 3 hereafter onto the Eyeka Website (www.eyeka.com) in order for some of these Works to be selected as final winners by the Company.

The number of Works submitted by each contestant to the Call for entries is not limited.

2.2

The dates for participating in the Call for entries are:

a) Submission time onto the Eyeka Website:

- From March 1st, 2010 12.00 a.m., GMT+1 through April 12, 2010 11.59 p.m., GMT+1

b) Viralisation time:

- From March 1st, 2010 12.00 a.m., GMT+1 through May 10, 2010 11.59 p.m., GMT+1

2.3

To be eligible for the Call for entries, 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 « Red and green invasion! » call for entries that shall occur from March 1st, 2010 through May 10, 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 5.3 in order for the latter to be provided with the prizes.

2.4

Participation in the Call for entries is subject to having first created a user account on the Eyeka Website. When the personal account is created, the user consents to Eyeka Website's Site Usage Agreement and adds the information requested. This information should be current and allow identifying the winner(s) quickly and correctly.

2.5

The employees of the Company and of Eyeka, as well as their relatives (parents, children, and spouse) cannot participate in the Call for entries.

2.6

(a) Before participation in the Call for entries, 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 Works

The details of the Works admitted to enter the Call for entries are prescribed by the Company and are stated here after:

3.1

Works must abide by the following general brief: « Red and green invasion! ». **The** videos must be happenings & flash mobs: they have to be spontaneous, authentic performances that actively engage the public (the public can also be extras) or the surrounding environment.

3.2

Submitted Works' duration is limited to 45 seconds.

3.3

Contestants must insert at the end of each submitted Work: <http://www.kickers.com>.

3.4

Video technical specifications are:

- MOV / WMV / AVI / MP4
- Encoding : MPEG 4, H.264, XVID, Quicktime.

3.5

Submitted Works must be viral photographs and videos and must then comply with the characteristics of this type of works. Thus Works must be appealing, easy to share, of short duration, with bold, witty, goofy, funny or even preposterous scenes.

Submitted Works must not be mere commercial or advertisement material for the Company or its products and brands.

3.6

Contestants warrant that they have obtained written permissions of all the people represented on the Works. A model release form template is on the Eyeka Website.

3.7

Contestants undertake to retain a quality copy of the submitted Works, such as H.D. or not compressed, in order to allow the Company to use the winning Works within the scope of the uses detailed in these rules.

3.8

Submitted Works 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 Call for entries available on Eyeka's Website and more precisely on the page of the Call for entries.

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

3.9

The Company is entitled to ask the winning contestants to make minor changes, cuts, or dubbing changes to the Works. The Company has the right to suspend the appointment of the winners 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

5 Winning Works will be appointed for the Call for entries.

Jury's Prizes

3 Works will be appointed by a panel consisting of employees of the Company with the skills to appoint the winners among the contestants (the "Jury").

Most viewed

One Work is selected by the Jury among the top 5 videos that have gotten the most views during viralisation time as stated in article 2.2 b).

Views will be counted on Eyeka, Facebook, Youtube and Dailymotion through the tools provided by Eyeka: Users must go to the "Upload to Dailymotion/Youtube » function in their account, in « My Account » / « Manage my Medias »: save their login/password and send their videos to those platforms to get additional views. More info on:

http://en.eyeka.com/beta/help/helpfile?page=communaute_viralisation

For their media to be eligible and counted in the above Prize, contestants must go through the Eyeka tools in their account.

Ambassador prize

One prize is granted to the person who will have best used the tools to invite people to see different videos or sent videos to their contact during viralisation time as stated in article 2.2 b).

Users must send videos to their contacts using all the functions accessible in the « Share media/send to a friend » bloc on the right of each video (users have to be logged in) then:

- Import their mail contacts
- Add contacts one by one

Users must then send any videos they want to all their contacts.

Users can also use the “invite your contacts” function on the contest page to get their friends to come check out the contest.

Invitations, viralisations will only be counted if used with these tools!

4.2

Works will be rated by the Jury on the basis of aestheticism, creativity, composition, consistency with the details required by the Company.

4.3

Winners will be notified by Eyeka no later than May 24, 2010 through the email address used when creating a personal account on the Eyeka Website.

If a 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 Call for entries or to declare the prize vacant.

4.4

Winners of the Call for entries shall only be selected if at least 20 Works meeting the artistic expectations and respecting the details described in these Rules and on the Eyeka Website have been uploaded during the Call for entries.

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

Article 5. Prizes

5.1

Winning contestants will win:

Jury's Prizes

1st Prize:

A lump sum remuneration of a net amount of **4000 €**.

2nd Prize:

A lump sum remuneration of a net amount of **1000 €**.

3rd Prize:

A lump sum remuneration of a net amount of **500 €**.

Most viewed

A lump sum remuneration of a net amount of **500 €**.

Ambassador prize

The net amount of **500 €**.

5.2

Aforementioned prizes shall be sent by Eyeka through the contestant's Paypal account, no later than 1 month after the signature of the licence agreement mentioned hereafter in article 5.3.

5.3

Contestants hereby accept to grant their rights upon their winning Work to the Company if their Work gets to be appointed by the Jury as a winning Work. This licence shall be on an exclusive basis and shall authorize the Company to use, re-use, modify, reproduce, publish, display or otherwise communicate the submitted Work, for promotional and advertisement purposes on a worldwide basis.

Thus, the Company and each winner shall sign a licence agreement that will be sent to each winner by Eyeka no later than June 1, 2010.

This contract shall refer to the following:

Scope of use: the licence shall include the right for the Company to reproduce, communicate, broadcast, use, re-use, distribute and publish the winning Works, in whole or in part, for promotion and advertisement purposes of the Company's activities, brands, products, for marketing purposes, internal and external R.P. operations, corporate communication for internet broadcasting and print.

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

5.4

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 Work in the required format.

Article 6. Use of all submitted Works by the Company

6.1 Scope of the licence

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

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

This licence applies to all submitted Works, 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 Works,**

The right to replicate, publish, print the Work, in whole or in part, including particularly screenshot and photographs taken from the Work, temporarily or permanently, either together with or separately from any other type of work 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 Works,**

by communicating to the public, in whole or in part, either together with or separately from any other type of work, 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 Work, to convert the file or format incorporating the Work, to adapt the format and resolution of this file, crop, resize, to legend, to add subtitles, to freely comment the Work. This right includes the possibility to add music to the Works, as well as a still image or a sequence of motion pictures.

6.3 Use of the submitted Works

Broadcasting on Internet networks

The right to broadcast the Works or make the Works 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 Works, in whole or in part, on Internet networks only, 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 Works, 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 Work at internal meetings, (iii) the right to reproduce the Work on internal printed communication documentation.

6.4 Restrictions of use of the Works by the Company

Submitted Works are copyrighted works 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 Works or copies of the Works, whether for free or for valuable consideration. Any lending, resale, rental, communication of the Works to a third party by downloading is strictly prohibited. The Company must not make Works available by V.O.D. for valuable consideration.

6.5

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

Thus, contestants acknowledge that the use of their Works 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 Works.

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

(c) All contestants warrant that they have not used in the Works 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 Work breaches his rights, as well as against any loss or liability incurred in connection with the exercise of the rights attaching to the Works.

In this respect, the contestants warrant that they have obtained written permissions of all the people represented on the Works, 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 Works available, they obtained all of the authorizations and rights required for the licence in writing from all proprietors of intellectual property rights to the Works 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 works uploaded by Eyeka Website's users are Eyeka's exclusive intellectual property.

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

(c) Participation in the Call for entries 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, 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 6th 2004 Act, the contestants in the Call for entries will have a right to access, change, correct and delete the data concerning them.

To exercise this right, the contestant may write to Eyeka – KICKERS CONTEST, 34 boulevard des Italiens - 75009 Paris, France.

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 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 Works 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 Call for entries.

By entering the Call for entries, 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 Call for entries 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 Call for entries.

Generally, the Company and Eyeka can not be held responsible for non-compliance by the participants of the rules of conduct laid down by these rules.

In the event of force majeure, the Company reserves the right to cancel, shorten or suspend the Call for entries 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.

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.

These rules are available on the Eyeka Website.

Appendix:

Licence Agreement

Between,

On one hand,

EUROKA, SAS with registered capital of 2.133.600 €, whose registered office is located at: Rue du Docteur Fayau, ZI Nord, CS 10011, 85607 Montaigu cedex, registered with the La Roche sur Yon Trade and Companies Registry under number B 391 304 854
Represented by Mr/Mrs/Ms.....,

Jointly hereinafter referred to as the "the Company"

And on the other hand,

Ms / Mrs / Mr
Address.....
Zip Code, City
Country.....

Hereinafter referred to as the "the Creator".

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

Forewords

The Company organized a contest called « Red and green invasion! » from March 1st, 2010 through May 10, 2010. The purpose of this contest was the making of graphic works in order for the Company to select winners among contestants.

The Creator was appointed as one of the winners of the Contest for a work hereinafter referred to as the "the Work". The title of the Work is [●].

In accordance with the rules of participation of the « Red and green invasion! » contest, the Company got in touch with the Creator so that the latter can grant his rights upon the Work on an exclusive basis to the Company. Reference to one gender shall be held to include a reference to the other.

Article 1. Scope of this agreement

The purpose of this agreement is the set forth the licence of intellectual property rights granted on an exclusive basis by the Creator upon the Work allowing the Company to broadcast the Work according to the following.

Article 2. Intellectual property

2.1 Scope of the licence

The Creator hereby grants to the Company a exclusive licence upon the Work and all its elements such as pictures, sequences, dialogues, subtitles, credits, characters, illustrations, title, the image and details of the author, his voice in order to be broadcasted by the Company according to the following.

2.2 Granted rights

The right to reproduce or cause the reproduction of the Work,

The right to replicate, publish, print the Work, in whole or in part, temporarily or permanently, either together with or separately from any other type of work including music, with all methods and on all media known or unknown to this day including analogical, digital and opto-digital, on paper and assimilated, for direct and indirect communication to public, in any frame ratio.

The right to represent or cause the representation of the Work,

by communicating to the public, in whole or in part, either together with or separately from any other type of work of an identical or different genre including music, as original versions, dubbed and subtitled versions, in any language, by all means of communication, known or unknown to this day, analogical and digital, in any frame ratio.

The right to adapt or cause the adaptation,

The right to digitize, modify, compress, to scan the Work, to change the file or format incorporating the Work, to adapt the format and resolution of this file, crop, resize, to legend, to translate, to add subtitles, to dub, in any language, to freely comment the Work, to make or cause the making of original versions, adapted versions, derivative versions, sequels of the Work. This right includes the possibility to add music to the Work, as well as a still image or a sequence of motion pictures. This also includes the right to incorporate or cause the incorporation of the Work in compilations, composite works incorporating works of any kind.

2.3 Use of the Works

The Licence granted by the Creator relates to the following:

Broadcasting on the Internet network

The right to broadcast or cause the broadcasting of the Work on the Internet network, on the mobile telephone network, by all processes inherent to 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 downloading possibility by the video viewer, by 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 +, etc..), cable, fiber optic, satellite, wireless, etc.), for its 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 Work, on all media and by all methods, including broadcasting in movie theaters both in commercial and not commercial sectors, broadcasting on the Internet network (interstitial ads, banner ads), for promotion and advertisement purposes e.g. 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, 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.

Reproduction on different supports

The right to make or to cause the making of originals and copies, 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, 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 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-licence

The right to grant a sub-licence to any third party, for free or for valuable consideration, upon any rights granted by the Creator within the scope of this licence agreement.

Public communication

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

2.4 Restriction of use

The Work is a copyrighted work whose rights are retained by the Creator. Thus, the Creator only authorizes the use that is strictly defined by this licence agreement. All rights which are not included in the licence remain the Creator' ownership.

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

2.5 Term of the licence

The licence shall take effect at the moment this agreement is signed by both parties.

The Licence is granted on a worldwide basis and for 5 years.

Article 3. Restriction of a authorship's credits

The Work is likely to be used for advertisement purposes. Thus, the Creator expressly agrees that the Company may decide not to mention the Creator's name and authorship.

Article 4. Remuneration

The Creator shall receive the lump sum remuneration of XXX €.

Article 5. Warranty

The Creator warrants that the Company shall peacefully enjoy and exercise all of the rights attached to the Work.

The Creator guarantees the Company against any trouble, action, claim, opposition, and claim any eviction from a third party arguing that the Work violates their rights, and against any damage or liability incurred in the exercise of rights attached to the Work.

The Creator warrants that he has not used in the Work any elements (music, photographs, brands, etc.) that are likely to violate anyone's rights.

Accordingly, the Creator 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 Work breaches his rights, as well as against any loss or liability incurred in connection with the exercise of the rights attaching to the Work.

In this respect, the Creator warrants that he has obtained written permissions of all the people represented on the Work, or of their contractual or legal representatives, in order to use their image, allowing the contestants to make commitments under this licence agreement. 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 is the sole proprietors of the intellectual property rights granted to the Company. In the event the Creator is not the sole proprietor of the aforementioned rights, he irrevocably warrants to the Company that, before making the Work available, he obtained all of the authorizations and rights required for the licence in writing from all proprietors of intellectual property rights to the Work or from the copyright collecting societies representing such proprietors allowing the Creator to make commitments under this licence 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.

The Creator will also ensure that the Work 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.

The Contributor is hereby informed that it may incur liability should any of its representations be inaccurate.

Article 6. Authorization of use

The Creator authorizes the Company to use and reproduce for free his first name, surname, age, nationality and his image as well as his co-creators' and the performers' details. Thus the Creator warrants that he has received the express agreement of the co-creators and performers, to use their details for promotional purposes, advertising and public relations in connection with the contest and / or activities of the Company – on a worldwide basis and throughout the term of this contract.

Article 7. General

7.1

The Company may assign its rights and obligations arising hereunder, in whole or in part, to any legal entity of its choice without the prior consent of the Creator.

7.2

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

7.3

Should either party choose not to exercise a provision of the licence, this shall under no circumstances be construed as waiving of the benefit of the aforementioned provision.

7.4

Any amendment to this Agreement shall be accepted by both Parties and shall be set out in a supplemental agreement signed by the Parties.

7.5

This Licence shall not be deemed to create a partnership, joint enterprise, agency agreement between the parties.

7.6

The parties declare that this agreement contains the entire agreement between them. The provisions of this agreement shall supersede all prior written or oral between the parties, including the rules of participation of the contest mentioned in the forewords of this agreement.

Article 8. Governing Law and jurisdiction

This licence shall be governed by and construed in accordance with the laws of France.

In the event parties fail to amicably settle any dispute which arises in connection with the preparation, interpretation or performance of this Agreement, the parties agree that the Courts of Paris, shall have exclusive jurisdiction, notwithstanding multiple defendants or third party proceedings, including for urgent proceedings.

Date:

The Creator

The Company

.....

.....