



**Official Rules for participating in the "Global Women Initiative" contest  
From 10 August, 2010 through 26 September, 2010**

**Article 1. Organizing Company**

On behalf of Levi Strauss Asia Pacific, a company registered under number [197201078M](#), Eyeka Asia Pacific, a company registered under number 200807516M, is organizing a contest at no cost and without any purchase obligation (hereinafter referred to as the "Contest") on the [www.eyeka-asia.com](http://www.eyeka-asia.com) website, (hereinafter the "Eyeka Website").

The hosting and broadcasting of the submitted photographs and videos are operated by Eyeka Asia Pacific.

Eyeka Asia Pacific is hereinafter referred to as the "Company".

**Article 2. Participation in the Contest**

**2.1**

The Contest consists of uploading short videos (sequences of images with or without music, here after designated as "Works") onto the Eyeka Website ([www.eyeka.com](http://www.eyeka.com)) in order for some of these Works to be selected as final winners by the Levi Strauss Asia Pacific.

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

**2.2**

The dates for participating in the Contest are from **10 August, 2010, 12.00 a.m., GMT+1 through 26 September, 2010, 11.59 p.m, GMT+1.**

**2.3**

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 "Global Women Initiative" Contest that shall occur from 10 August, 2010 through 26 September, 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.



## 2.4

Participation in the Contest 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 Levi Strauss Asia Pacific, as well as their relatives (parents, children, and spouse) cannot participate in the Contest.

## 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 Works

The details of the Works admitted to enter the Contest are prescribed by the Levi Strauss Asia Pacific and are stated here after

The Company has been appointed by Levi Strauss Asia Pacific to moderate submitted Works according to these guidelines.

### 3.1

Works must abide by the following general brief:

#### **"Global Women Initiative CFE"**

### 3.2

Submitted Works must be viral videos and must then comply with the characteristics of this type of works. Thus Works must be appealing, easy to share, of the stated duration, with bold, witty, funny, inspiring or even preposterous revelations / confessions / scenes.

### 3.3

Duration of submitted videos should be limited to: 30 seconds to 1 minute.

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

### 3.4

If submitted Works are illustrated with music, using free of rights music is compulsory.

### 3.5

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 Contest available on Eyeka's Website and more precisely on the page of the Contest.

The Company may refuse and withdraw all Works that breach these guidelines.

### **3.6**

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**

31 Winning Works will be appointed for the Contest by Levi Strauss Asia Pacific. Levi Strauss Asia Pacific reserves the right to select or disqualify any entries as it deems appropriate, at its sole discretion. Works will be on the basis of aestheticism, creativity, composition, consistency with the details required by Levi Strauss Asia Pacific.

### **4.2**

Winners will be notified by the Company no later than 5 October, 2010 through the email address used when creating a personal account on the Eyeka Website.

If a winner cannot 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 Levi Strauss Asia Pacific shall be entitled to appoint another winner, to grant this winner with the prize of the Contest or to declare the prize vacant.

### **4.3**

Winners of the Contest 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 Contest.

Levi Strauss Asia Pacific shall be entitled to decide that the Contest ends up with no selected winners in case there would be fewer than 20 of such Works at the end of the Contest. 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:

**1<sup>st</sup> Prize video (1 winner):**



A lump sum remuneration of a net amount of **2,500 SGD**.

**2<sup>nd</sup> Prize video (1 winner):**

A lump sum remuneration of a net amount of **1,500 SGD**.

**Runner-up Prize video (4 winners):**

A lump sum remuneration of a net amount of **500 SGD each**.

Aforementioned prize shall be transmitted by Paypal by the Company on behalf of Levi Strauss Asia Pacific no later than 1 month after the signature of the licence agreement mentioned hereafter in article 5.2.

**5.2**

By submitting a Work, if the Work gets to be selected as a winner, contestants irrevocably assign to Levi Strauss Asia Pacific all right, title, and interest in the winning Work in any and all media whether now known or hereafter devised, anywhere in the world, with the right to make any and all uses thereof, including, without limitation, for purposes of advertising or trade. The scope of winners' transfer or grant of rights or license to Levi Strauss Asia Pacific includes the right to reproduce, communicate, broadcast, use, re-use, modify, distribute, commercialize, and publish the winning Works, in whole or in part, for promotion and advertisement purposes of Levi Strauss Asia Pacific's activities, brands, products, for marketing purposes, internal and external operations, corporate communications for Internet broadcasting, public communication (exhibitions, public showings, festivals, promotional events), and print. Contestants further agree to sign any and all documentation, if any, required by Sponsor to confirm this assignment and transfer or grant of rights. The rights transferred by the winner will be granted for 5 years.

Thus, Levi Strauss Asia Pacific and each winner shall sign a licence agreement no later than 14 October, 2010.

This contract shall refer to the following:

**Scope of use:** the licence shall include the right for Levi Strauss Asia Pacific 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 Levi Strauss Asia Pacific 's activities, brands, products, for marketing purposes, internal and external R.P. operations, corporate communication in all manner and on all media including TV broadcasting, Internet, telephone networks broadcasting, print and on wireless devices.

**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 Work in the required format.



## **Article 6. Use of all submitted Works by the Company and Levi Strauss Asia Pacific**

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

All contestants hereby grant to the Company and Levi Strauss Asia Pacific 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 of charge basis.

The license shall take effect when the Work is uploaded upon the Eyeka Website and is granted for a five (5) year period from the end of the Contest.

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 and Levi Strauss Asia Pacific according to the following.

### **6.2 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 and Levi Strauss Asia Pacific's activities, products and services, as well as for the internal and external communication, R.P., corporate communication ;

#### **Internal use by the Company and Levi Strauss Asia Pacific**

The right to use the Works, in whole or in part, for internal and non-commercial use by the Company and Levi Strauss Asia Pacific 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.



### **6.3 Restrictions of use of the Works**

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 does not allow the Company and Levi Strauss Asia Pacific 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 and Levi Strauss Asia Pacific must not make Works available by V.O.D. for valuable consideration.

### **6.4**

Should the User terminate his use of the Eyeka Website (i.e. by closing his user account) the contracts and licence agreements concluded by the User when participating in a Call for submission would not be called into question.

### **Article 7. Warranties**

(a) All contestants warrant that the Company and Levi Strauss Asia Pacific shall peacefully enjoy and exercise all of the rights attached to the Works.

(b) All contestants guarantee the Company and Levi Strauss Asia Pacific 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 and Levi Strauss Asia Pacific 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 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 and/or assigned to Levi Strauss Asia Pacific. In the event the contestants are not the sole proprietor of the aforementioned rights, they irrevocably warrant 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 at any time, at its request, with written proof or a copy of all written documents confirming such authorizations.

Contestants will also ensure that 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.



#### **Article 8. 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 Levi Strauss Asia Pacific shall not be held responsible for the damages related to the risks inherent in any connection and any transmission on Internet.

Levi Strauss Asia Pacific 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 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 Contest.

By entering the Contest, each contestant accepts and agrees to bear alone, and fully guarantee the Company and Levi Strauss Asia Pacific 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 Levi Strauss Asia Pacific disclaim all liability for all incidents and accidents which might occur during the events in which contestants could participate for Contest.

In the event 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.

#### **Indemnity**

By participating in this Contest, all contestants (including the prize winners) agree to release and hold harmless the Company and Levi Strauss Asia Pacific from any and all liability whatsoever for any injuries, losses or damages of any kind to any person or property arising from or in connection with, either directly or indirectly, (i) the awarding, acceptance, receipt, possession, use and/or misuse of any of the prizes or parts thereof awarded pursuant to the Contest, or (ii) the participation in the Contest or any prize-related activities, (iii) the broadcasting of the Works by the Company and Levi Strauss Asia Pacific.

#### **Article 9. Applicable Law and Jurisdiction**

For this website, any interpretation of its content, claims or disputes (of whatever nature and not limited to contractual issues) shall governed by the laws of the Republic of Singapore and all contestants agree to submit to the exclusive jurisdiction of the Singapore Courts.