

Rules for participating in the LuluCastagnette Contest From December 8th 2008 through February 5th 2009

Article 1. Organizing Company

LuluCastagnette, a French company, with registered capital of 8.000 € registered with the Paris Trade and Companies Registry under number B 433 971 587, whose registered office is located at 35 rue de la Bienfaisance, 75008 Paris, France, is organizing a contest at no cost and without any purchase obligation (hereinafter referred to as the “Contest”) on the www.eyeka.com website, owned by Eyeka (hereinafter the “Eyeka Website”).

Eyeka is 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.

LuluCastagnette is hereinafter referred to as the Company.

Article 2. Participation in the Contest

2.1

By accepting the Rules when entering the Contest, contestants undertake to abide by all provisions of the Rules.

2.2

The Contest consists of uploading videos onto the Eyeka Website in order for the works to be submitted to a final Jury that will select 1 final winner. The number of videos submitted to the Contest is not limited.

The dates for participating in the Contest are from **08 December 2008, 12.00 a.m. through 05 February 2008, 23.59 p.m.**

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 Contest that shall occur from December 8th 2008 through February 5th 2009 and to be provided with the award offered in the Contest without any responsibility of the Company.

I authorize my child to grant his/her right upon the participating work(s) as mentioned in the Article 6 of the Rules of the Contest.

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.

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: full name, address, telephone number, and valid e-mail address. This information should be current and allow the Company to identify 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) can not participate in the Contest.

2.6

To participate, the contestants must:

- Remotely transfer/upload their works to the Eyeka Website from their personal web page,
- Select the work to be submitted,
- On the page view, click on "Submit to a Group",
- Select the group "LuluCastagnette".

2.7

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

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 videos

3.1

Submitted works must be "viral videos" and must respect the characteristics of this type of videos. Thus, submitted videos must be witty, bold, short, catchy and should create the desire for the viewer to share and broadcast them.

3.2

Submitted videos must illustrate LuluCastagnette's brand and illustrate the universe, life and reality of 15/25 year old women who are fond of fashion.

Furthermore, submitted videos must illustrate LuluCastagnette's values such as fashion, freshness, tenderness, impertinence, mischievousness, femininity, cheerfulness, French touch.

3.3

The submitted videos' duration should be limited to 1 minute.

3.4

In order for submitted videos to be accepted, contestants:

- Undertake to illustrate their videos with LuluCastagnette's packshot available on the Eyeka Website ;

- Undertake to illustrate their videos with music. Using free of rights music is compulsory ;
- Have the opportunity to illustrate their videos with LuluCAstagnette stuffed teddy bear which are available at Eyeka's premises : 46bis rue notre dame des victoires, 75002 Paris, while quantity last.

3.5

The quality of the submitted videos must meet the quality level required by the intended use of the videos by the Company such as HD versions or not compressed versions.

3.6

Submitted videos must not constitute:

- violent, pornographic, racist, pedophilic content or violate 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 at any time and without notice withdraw all works that breach the required details.

3.7

The Company is entitled to ask the winning participants to make minor changes, cuts, dubbing, but not substantial changes to the video. The Company has the right to suspend the appointment of the winners and the shipping of the winnings until such changes are made.

Article 4. Selection of the winners

4.1

1 (one) winner will be appointed for the Contest by a Jury.

The Jury will consist of employees of the Company with the skills to appoint the winners among the contestants.

The works will be rated on the basis of consistency with the required details stated in Article 3. In the event that a work would not meet the required quality criteria, the work would be purely and simply rejected.

4.2

The winner will be selected no later than March 5, 2009 and will be notified by Eyeka through the email address used when creating a personal account on the Eyeka Website.

4.3

If the winner can not be reached or does not reply to the aforementioned email no later than one month after this email is sent, 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

Winners of the Contest shall only be selected if at least 20 videos 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 winners in case there would be fewer than 20 of such videos at the end of the Contest.

The amount of at least 20 videos 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

The winner gets the lump-sum remuneration of **7.000 Euros**, price before tax.

5.2

Participants hereby accept to grant their rights upon the video to the Company if their video gets to be appointed as winner. This licence shall be on an exclusive basis and shall authorize the Company to use the submitted video on all media and for all purposes including for promotional and advertisement purposes on a worldwide basis.

Thus, the Company and the winner shall sign a licence agreement no later than April 5, 2009.

This contract shall refer to the following:

Scope of use: the licence shall include the right for the Company to use, reproduce, communicate and broadcast the video, in whole or in part, for all purposes including promotion, advertisement purposes of the Company's activities, brands, products, on all media including TV broadcasting, Internet, telephone networks, movie theatre.

Duration: this license is granted for a ten (10) year period.

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 video in the required format.

Article 6. Use of the submitted videos by the Company

6.1 Scope of the licence

All contestants hereby grant to the Company a worldwide, royalty free, license to use, reproduce, publicly perform, publicly display, the submitted videos **on digital networks**. Contestants allow the Company to use the submitted videos for the promotion of the Company's activities.

The license is granted for a ten (10) year period from the end of the Contest.

This licence applies to all submitted videos as well as their elements such as pictures, sequences, dialogues, subtitles, credits, characters, title, the image and details of the author, his/her voice.

6.2 Granted rights

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

in whole or in part, on a temporary or permanent basis, either together with or separately from any other type of work, whether of an identical or different genre, 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 videos,**

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, in original version, dubbed, subtitled, in any language, 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 scan, modify, compress, digitize and reproduce the video, to convert the file or format incorporating the video, to adapt the format and resolution of this file, crop, resize, to legend, translate, to add subtitles, to dub, to freely comment the video. This right includes the possibility to add music to the video, as well as a still image or a sequence of motion pictures.

6.3 Use of the submitted videos

Broadcasting on digital networks

The right to broadcast or make broadcast the video in its original version, dubbed or subtitled on the Internet network, on the mobile telephone network, by all processes inherent in this mode of communication, known or unknown to date including the reproduction on any server computers, or digital opto-digital (including disks, tapes, hard drives, databases, website, intranet, extranet site), by VOD (video on demand, pay -per-view), 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 (or 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, Wi-Fi 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 video, in whole or in part, on digital networks, to promotion and advertise the Company's activities, products and services, as well as for internal and external communication, R.P., corporate communication operations held by the Company.

Internal use by the Company

The right to use the videos, in whole or in part, for internal and non-commercial use by the Company which includes (i) the right to make 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 video at internal meetings, (iii) the right to reproduce the video and its elements by printing for internal uses.

6.4 Restrictions of use of the videos by the Company

The licence granted to the Company by all contestants does not entail the transfer of copyright upon the works to the Company. It does not allow the Company to commercialize, to distribute the videos or copies of the videos. Any resale, exchange, rental of the videos or transfer to a third party, is strictly prohibited.

6.5 Restrictions of use of the videos by the contestants

The purpose of the "LuluCastagnette" Contest is to create viral advertisement videos promoting LuluCastagnette brands and products. Thus, the right to use the Company's distinctive signs and marks, as stated in the Rules, is granted only for inclusion in the videos submitted to the contest and later for the use of videos by participants for not commercial uses only such as, for example, the presentation of their creative work by online broadcasting on a blog, a personal website.

6.6

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

Thus, participants acknowledge that the use of their work 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

Participants warrant that the Company shall peacefully enjoy and exercise all of the rights attached to the videos.

Contestants affirm, represent and warrant that the content submitted to the Contest does not infringe any proprietary right of another, such as but not limited to copyright, trademark or patent, or any confidentiality obligation.

The participants warrant that they will not use in the videos any elements (music, photographs, brands, etc.) that are likely to violate anyone's rights.

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

In this respect, the participants warrant that they have obtained written permissions of all the people represented on the videos, or of their contractual or legal representatives, in order to use their image, allowing the participants to make commitments in its own name. The participants 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.

The participants warrant that they are the sole proprietors of the intellectual property rights granted to the Company;

In the event the participants are not the sole proprietor of the aforementioned rights, they irrevocably warrant to the Company that, before making the videos available, they obtained all of the authorizations and rights required for the licence in writing from all proprietors of intellectual property rights to the videos or from the copyright collecting societies representing such proprietors allowing the participants to make commitments in its own name and, where applicable, in the name and on behalf of the aforementioned individuals. In this respect, the participants 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.

The Company may at any time and without notice withdraw from the Contest all participants that breach the stipulations regarding warranties.

Article 8. Intellectual property

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.

Use of the services accessible on the Eyeka Website to participate in the Contest does not constitute in any manner an authorization to use or acquire a property right to items making up the intellectual property of Eyeka.

LuluCastagnette's trademarks logos are the Company exclusive intellectual property.

The Company allows participants to use and reproduce its brands, its logo and its distinctive signs in the videos submitted to the Contest for the purposes of participating in the Contest, to the exclusion of any other use.

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.

Article 9. Personal details

Participants hereby authorize Eyeka to transfer some of or all the personal details to the Company in order to allow the Company to contact the participants, to enable the shipping of the prizes.

The Company undertakes not to transfer any of these personal details to any third party and undertakes to keep them as confidential.

In accordance with the Data Protection Act ("*loi Informatique et Liberté*"), No. 78-17 of 6 January 1978, the participants in the Contest will have a right to access, change, correct and delete the data concerning them.

To exercise this right, the participant may write to :

- **Eyeka, 34 boulevard des Italiens, 75009 Paris, France.**
- **The Company : 35, rue de Bienfaisance, 75008 Paris.**

Article 10. Responsibility and Liability

The Company and Eyeka may not be held personally liable for any damages of any kind without limitation direct, indirect, incidental, punitive and consequential damage arising out of or in connection with participation in the Contest, uploading any works.

The Company and Eyeka may not be held liable for any difficulties related to the broadcasting or remote transmission of the works.

In no event the Company and Eyeka may be liable for indirect damages such as revenue loss, data loss, customer loss, financial or commercial damages, commercial troubles, loss of earnings, or immaterial damage of any kind. Contestants are responsible for saving a backup copy of all files and data they wish to retain

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 at least 24 hours in advance by publishing flash news on the Eyeka Website.

Under this clause, contestants will not claim any compensation for any direct or indirect damages of any nature whatsoever, suffered during the organization of this Contest.

Indemnity

By participating in this Contest, all contestants (including the prize winners) agree to release and hold harmless the Company and Eyeka for 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 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 Mr. Sylvain THOMAZON, Esq., a court bailiff (“*huissier*”), 62 rue Tiquetonne 75002 Paris, France.